

AGENDA
REGULAR DRAINAGE MEETING
Wednesday, June 24, 2020 9:30 AM
Large Conference Room

Due to Covid-19 health concerns, this meeting will be open to the public via conference call only. The meeting date and time will remain the same. You may call at that time to access the hearing by following the instructions below:

To access the meeting call: 1-(312)-626-6799, when prompted enter meeting ID code: 662 016 552

You can also access the meeting online at:

<https://zoom.us/j/662016552>

1. Open Meeting
2. Approve Agenda
3. Approve Minutes

Documents:

[06_17_20 - DRAINAGE MINUTES.PDF](#)

4. DD 11 WO 294 - Discuss W Possible Action - Progress Update/Direction To Proceed

Documents:

[DD 11 WO 294.PDF](#)

5. DD 25 - WO 1 - Discuss W Possible Action - Contractor Update / Change Order

Documents:

[DD 25 - 6501-ENGR AND CONTRACTOR SIGNED CHANGE ORDER 4.PDF](#)

6. DD 55-3 WO 201 - Discuss W Possible Action -UPRR Permit Extension Update

Documents:

[DD 55-3 FOLDER 03141-19 UPRR APPROVAL OF EXTENSION TO CONSENT LETTER 05_28_20.PDF](#)

7. Other Business
8. Adjourn Meeting

REGULAR DRAINAGE MEETING
Wednesday, June 17, 2020 9:30 AM
This meeting was held electronically due to Covid-19 concerns.

6/17/2020 - Minutes

1. Open Meeting

Hardin County Drainage Chairperson Lance Granzow opened the meeting. Also in attendance were Trustee BJ Hoffman; Trustee Renee McClellan; Lee Gallentine of Clapsaddle-Garber Associates; Darrell Meyer, County Attorney; Kevin Vierkandt, landowner; Jessica Sheridan, Environmental Health; and Denise Smith, Drainage Clerk.

2. Approve Agenda

Motion by McClellan to approve the agenda. Second by Hoffman. All ayes. Motion carried.

3. Approve Minutes

Motion by McClellan to approve the minutes. Second by Hoffman. All ayes. Motion carried.

4. DD 25 Lat 3 WO 209 - Discuss W Possible Action - Update

DD 25 Lat 3 - WO 209 Gallentine wanted to review with the Trustees the proposed changes to make sure we are all on the same page, Gallentine reviewed the map locations and stated up by the railroad tracks on the downstream side, the blue line is the district tile, the red tile is the private tile, we are putting in a single larger 18" crossing on the east side we will hook all those together in one structure so that if the bottom tile gets full, it can rise up and go out the yellow line. Gallentine stated he has spoken with landowner Alvin Clark who also agrees we should use both tiles. Gallentine stated on the upstream side, are we only hooking the district tile into this 18" crossing and then at sometime if this goes bad, this landowner will hook in on his own. Granzow stated that is what he recalled that we would be hooking up both tiles as they are still flowing.

Gallentine stated we will have about 200'+ of tile if we hook it up for the landowner, this would all be 12" tile and we would be putting two 12" tile into single 18" tile, and that would only be under the tracks. Granzow stated that is up to the landowner to hook into it, they could connect there or move their tile 200' to connect. Gallentine stated that downstream of the tracks we are hooking them all together and upstream we are only getting the district tile across the tracks, the rest is up to the landowner. Granzow stated everyone on the upstream is paying for it anyway, if they want it done, the landowners will have to tell us as the downstream side is not paying for it, that would be a separate bill. Granzow stated in his recollection, we never talked about connecting that until after it crossed the tracks. Gallentine stated whenever the red line crossing goes bad, that gives the landowner the option to connect, we will connect the east side, the west side, we will just connect the district. Granzow stated if the landowners want to talk to McDowell themselves, and do it on their own they can. Gallentine stated they are working and are laying the black line on the map, they did try to televise yesterday because the pond west of the tracks is gone, and the contractor thought the tile may be empty, but it was still surcharged, there is no outlet for that blue line.

5. DD 42 WO 297 - Discuss W Possible Action

David Sweeney reports a 3' diameter blowout/sinkhole over the main till, approximately 50 yards upstream from where the main tile crosses the south property line. James Sweeney sent a photo of the sinkhole.

Motion by Hoffman to send to the lottery system. Second by McClellan. All ayes. Motion carried.

6. DD 120 Ext 5 - Discuss W Possible Action - Vierkandt Drainage Issue

Vierkandt DD 120 - Kevin Vierkandt was in attendance to discuss the issue of neighbor Kent Picht's tile discharging onto his property when the private pattern tile becomes surcharged. Vierkandt states when the tile is surcharged, the intake, which is located in the fence row on Picht's property, discharges water 6" to 8" above ground, causing ponding on Vierkandt's side of the fencerow, which creates about 25 acres of flooded ground in Vierkandt's field that he farms (Vierkandt is tenant on Hansen Farms' parcels). Granzow stated we don't have a problem with people tiling within their own property, issues arise when the standpipe discharges onto someone else's property. Vierkandt provided photos to the Trustees, of where the water blows out of the intake, Vierkandt states this was never a problem until Picht pattern tiled his field and installed the intake, as Picht's land is a higher elevation and pushed the water out the intake.

Gallentine stated he did not know how many landowners were in this district, but noted that some of the smaller districts have voted to go onto abandoning the district, so that they can fix the issues themselves. If you are down to only 2 or 3 owners, then they would not need the cost of an engineer if they could settle issues amongst themselves. Smith stated she had reviewed the minutes file for this district and it had been at least 10 years since a work order had been filed in this district, the only mention of the district in recent years minutes was when this same area was discussed by Picht prior to his private tile installation. Vierkandt stated the contractor that installed the private tile, McDowell told Picht that the intake would take the pressure off the private tile. Vierkandt stated the intake was initially discussed as being an intake for Picht's pond, but was not installed as such. Vierkandt stated the intake needs to be closed off if the main is not capable of taking the water, and we have blowouts then it is the landowners that have to pay to increase the size of the main, the outlet main down at the gravel road between the two hog buildings is 18" main, if the main at the 3/4 mile divide line between Picht's and Vierkandt's field is only a 7" tile, then the landowners need to pay to upsize that 7" to a 12" to take the pressure off. Vierkandt stated he does not think it is a problem from the two involved landowners if we can get enough participation from the rest of the landowners in the district.

Granzow asked if Vierkandt was requesting to upsize the tile, or to upsize the tile and have the intake removed, or if there is another option that would be a hickenbottom, where that standpipe could still be there but would not allow for backflow out of the standpipe. Gallentine stated that would be an offset gooseneck that would still allow water to backflow out of it just not as much water would flow out of it. Hoffman stated that we should have a frank discussion in a landowners meeting as this is an honest concern and this is the hydraulics of the situation. Gallentine stated that until the tile fills with water it acts under gravity and for that much water that goes down it, you have to have air to go up, it has to be an exchange, so once it fills up with water then it is a pressure situation, wherever there is an outlet for that pressure, that is where the water will go. Gallentine stated it behaves differently depending on how much pressure is in the system, Vierkandt stated that when we have a 2" or more rain it will flow out the intake. Vierkandt stated that the intake is not in Picht's pond it is in the fenceline. Gallentine stated the intake is right on top of the district main, and that was why Picht had asked permission to install the intake. Vierkandt stated he requests that Picht close off the intake, if we incur blowouts because of it, then we need to go to the process of upsizing the main, but if we seal it off and don't have any blowouts on the main, then if at that point we proceed with getting all the landowners to upsize the main, Vierkandt is fine with that. McClellan stated if Picht would allow his farm to pond, we would not have the issues we have now.

Vierkandt stated Picht and himself have invested money to pattern tile their fields, if we close it off and we have to upsize it, all the other farmers in the district would pay an assessment to do that and they would benefit also. Hoffman stated that a landowners meeting would be the best way to convey that to other landowners so that they see it coming. Vierkandt stated that first the intake should be closed out because this is the second time he has flooded out more than 25 acres due to the blowout of water form the intake, hopefully we don not have 5" to 7" rains or this will happen every year. Vierkandt's request is to notify Picht to close off the intake and proceed on with a landowners meeting from there. Granzow asked for recommendations. Gallentine recommended having a landowner meeting first, and knows how he would feel if he were a landowner that felt he had asked permission, and paid to have the tile installed, and be told to close it up. Granzow stated we may or may not have blowouts if we close off the intake, but Picht's drainage will go slower. Gallentine stated that would cause Picht's drainage to go slower. Granzow stated he believes every landowner is entitled to have access to hook to district tile however if the intake has been placed to be a blowout, he does not recall giving permission for that. Vierkandt states this intake is a solid pipe 6" to 8" above the surface of the ground with a rodent guard on it and this is not there to drain the pond, it is in the upper edge of the pond, not on the lower edge of the pond and is right in the fenceline. Vierkandt stated it can be accessed through his field.

Motion by Hoffman to instruct CGA to investigate and report back to the Trustees. Second by McClellan. All ayes. Motion carried.

Motion by Hoffman to schedule a DD 120 Landowner Meeting at 11:00 am on Wednesday, June 22, 2020. Second by McClellan. All ayes. Motion carried.

7. WO 2020-12 - Discuss W Possible Action - Heart Of Iowa Drainage Utility Permit Application

Heart of Iowa Drainage Utility Permit Application was received for work in DD's 44, 62, 1, 128, 78, 63, 8, 93 & 94 to install fiber optic in rural areas of Eldora and Steamboat Rock.

Motion by Hoffman to approve Heart of Iowa Drainage Utility Permit 2020-12. Second by McClellan. All ayes. Motion carried.

8. DD 56 - W03- Discuss W Possible Action - Landowner Meeting

DD 56 Landowner Meeting is scheduled for July 8, 2020. Smith asked for clarification if this would be an in person meeting or zoom only. Granzow stated we could hold the meeting in person if we have room for social distancing, Smith stated the Emergency Operations Center (EOC) is available. Smith asked for clarification if the Trustees would like repair options listed and reclassification noted on the mailings. The Trustees agreed the mailing should include the repair options and costs, and that if a repair option is selected, reclassification will be moved forward.

Motion by Hoffman to send mailings to include estimated project costs, options and reclassification information to landowners and to hold the meeting at the EOC building, with attendance options to include in person and via zoom. Second by McClellan. All ayes. Motion carried.

9. Discuss W Possible Action -Wind Turbine Ordinance And Drainage Utility Permit Language & Process

County Attorney Darrell Meyer provided a review of the possible changes to the Drainage Utility Permit and also of the opinion provided by attorney Mike Richards. Meyer stated there may be some misunderstanding as to the \$50,000 requirement in the proposed ordinance, the \$50,000 deposit is only required for what is called a public drainage system, which is not what the Drainage Trustees are dealing with. Meyer stated if the Trustees of the drainage district establish some sort of deposit that is outside the scope of the ordinance and is totally permissible under Chapter 468 Subsection 186 gives the Drainage District the power to set its own requirements to give someone go go over, cross through the district, so the Trustees have the legislative power to set that amount. Meyer stated right now there is no \$50,000 requirement for drainage districts. Granzow stated we had discussed \$50,000 per turbine until construction is complete and we are ok with it, and then retain \$50,000 per district, if they have 3 turbines in one district we would not hold \$50,000 when they are done, it would only be \$50,000, we have discussed including this in our Drainage Utility Permit. Meyer stated that he felt that what they established would hold up.

Granzow stated we had also previously discussed the requirement of having the CWEC's televise district tile before and after construction, so that we can set a baseline and determine any damage they had done to the tile. Hoffman would like language to include CWECs shall use in county contractors for televising, our local contractors have made significant investments into the equipment used to televise and is familiar with Hardin County agricultural tile systems. Gallentine stated there is a big difference between ag tile and rolling up to a manhole and televising city sewer tile. Hoffman stated that Paul Williams has stated he is committed to working with other local contractors, he can expedite the process for repairs by working in tandem with another contractors repair crew. Gallentine stated Williams is working well with other local contractors. Granzow is also in favor of the use of local in county contractors.

Hoffman reviewed other previously discussed options:

- Cranes walks will be GPS'ed, setback of 200' from the base of a wind turbine to district facilities to include open ditches and to allow room for tile repair.
- Utilize the same utility process that other utilities use but construction, observation or engineer's technician on site and chosen by the Drainage Trustees is paid for by the CWEC's and costs should not be passed on to landowners or the District.
- CWECs are required to bore their cables under District facilities so that when we repair district facilities so we don't have to dig under their cables to make drainage repairs. Discussion consensus was that 3' would be an adequate depth for the CWEC's to bore under district facilities.
- Require CWEC's to use our local County District Engineer and local contractors for tile repair and televising and the costs should be paid for by the CWEC's, this would include an observer to view televising results and would be appointed at Trustees discretion.
- A price list for local services should be provided upfront to prevent price fixing. Discussion was that CWEC wind companies work from sunup to sundown and later into the evening and that any overtime rates or additional laborers needed for observation or televising would be paid for by the CWEC as well and local contractors should set their rates with all those details.

It was discussed whether these requirements would be through a development agreement or through a similar application process like we currently utilize for the Drainage Utility Permit, that all the other utilities use. The Drainage Utility Application may need to be split into two separate applications, one for utilities like electric, gas, fiber optic, telephone and water, and a separate permit application for CWECs. Meyer stated that the proposed ordinance states regarding an application that is within a drainage district, the applicant must apply for a Wind Turbine Drainage District Utility Permit Application. Hoffman stated that the reason for that is that not all districts are Trustee controlled, the private Trustee districts could see this permit application as well.

Hoffman asked how much of a drainage tile near an installation of a wind turbine will we require the CWEC to televise, before and after installation of the turbine. Hoffman stated that from what we saw on DD 11 this morning

he has concerns about the ground vibrations created by the turbine. It was discussed that the vibrations may not be from construction but from operation. Hoffman asked what baseline will be used on this 100+ year old tile that a brittle fragile clay tile to determine its condition prior to construction versus what it may look like after a month or a year of operations. Gallentine stated that wherever the CWEC crosses with a driveway or equipment or their cabling crosses a district facility they will need to televise at least, they should have to televise at least 200' in each direction. Gallentine noted that if the CWEC meets the 200' setback but are still in proximity of tile without crossing it, do they still need to televise that tile.

Smith asked what was the range of Paul Williams televising equipment, Smith stated that we had discussed that Williams camera system had the capabilities to travel 500' upstream or downstream from an opening in the tile. Gallentine stated typically we can't quite get as far upstream as you are fighting the current. It was discussed that the televising prior to construction may reveal existing damage that needs addressed, and may leave an area of negotiation as to how will pay how much for damages. It was discussed that perhaps the CWECs should become part of the district classification, and be assessed for repairs like the other landowners, but that would not be feasible as they only lease the turbine sites and do not own them outright. Hoffman stated that someone who had a large part of the assessment by having the largest percent of benefit, would pay the most for the damages will pay the largest share of the repairs if that tile crumbles from being disturbed by wind turbine vibrations five or ten years down the line.

Meyer stated that if the CWEC applies for a Drainage Utility Permit and the application is approved and before anything is damaged they televise, and there is a lot of existing damage and it would not take much to collapse a tile, they go ahead and build the turbine, then will we be litigating how much responsibility does the developer have and how much is the landowners responsibility if it is already damaged tile. Meyers wonders if it would pay to have a conditional permit they have to televise it before the Trustees decide if they want to take on that litigation, and state it may be cracked tile and it is still working, it may have been cracked for 50 years but it is still draining. As soon as the developer has been invited on and you determine you have a bunch of breaks, whose responsibility is that. Hoffman states that is why we are stating the CWEC must televise before construction to set a baseline. Meyer asked if that is before or after the application is approved, or a conditional approval is granted. Hoffman stating if televising happens before construction and we see tile deflection or offsets, we would advise not building anywhere near this area because the vibration or construction may damage the tile further, if the CWEC want to build here anyway they can sign a waiver that says they will pay for damages. Gallentine stated that \$50,000 fund could be depleted very quickly and the CWEC would still need to replenish the fund.

Meyer stated this application could be made conditional based on pre-approval review of the televising. Granzow stated we could ask the CWEC to sign a waiver. Hoffman wants someone at the CWEC to sign saying they acknowledge that the risks and benefits have been explained to them and they still want to move forward. Meyer stated before any damage is done after construction begins the CWEC has already televised it and you have already given them the easement and now you see there tile will fall apart once they begin construction and then it becomes an issue of how much are they at fault and how much fault is the district going to bear because you allowed them to come in and construct near tile that couldn't take the construction. McClellan stated in 5 to 10 years when the farming slump may have turned around, we could afford to fix those tiles, but if the CWECs break them right now they would need to fix them, it may have been in bad shape but may have lasted another 5 to 15 years. Meyer stated you can expect them to litigate it and you will have a lawsuit for allowing them to build on damaged tile. If you issue a conditional permit you have the right to say, we will not allow this here because it is guaranteed you will damage tile, and unless the CWEC is willing to say it is your fault for damaging it, we will not give final approval on the application. Meyer states this gives all parties a choice as to whether or not we will go forward, the CWEC is not locked in and the Trustees are not locked in. Gallentine stated they are all 100 year old tile in the area, and when we find one that isn't cracked, we are surprised. Granzow stated as we televise maybe that will make it clear why this isn't a good area to put wind turbines in. Meyer stated once you grant the easement, you are living with those consequences, and one of those consequences is litigating how much responsibility does the developer have and they may say they are only responsible for 10% of the cost. Granzow stated by doing a conditional approval that would allow us to say the CWEC is responsible for all the costs.

McClellan states that we don't want to have to go district by district and figure out who is the responsible party for tile condition and at what percentage. Granzow stated this is a landowner to landowner issue, and the economy will do what it will, and the the Trustees job is to protect district facilities, this protects all the landowners in the facility. Gallentine stated we saw today that what one landowner does can affect another landowner greatly. Gallentine stated he felt two different permits were the way to go, one for all other utilities and one for CWECs as this is building large structures within a drainage district, not just passing through a district. Meyer stated that issuing a conditional permit based on the results of televising, then you may have to enter an agreement going in that is either 100% or negotiate a split of the costs, so both sides know, as opposed to litigating it for years, you will know upfront before granting the final permit. Meyer stated that this would allow the CWEC to back out or the Trustees could back out or you can come to some agreement now. Gallentine stated we scope it and decide the

whole system needs replaced and do it as a district project and negotiate with the CWEC to pay a percentage of that amount. Hoffman states that would be a way to engage the landowners as well.

McClellan stated perhaps it would be worthwhile for Smith to contact other counties and see what their CWEC policies and agreements look like as far as repairs. Hoffman asked if Franklin County had issues with repairs in their wind turbine project. Gallentine stated the CWEC paid all of the CGA services and tile repair costs, but that was not the same utility or developer, that was Alliant Energy and not RWE. Gallentine stated they did not have issue on their second turbine field, but on the first turbine field in Franklin County down by Bradford they are still repairing tile, but they did not have observers out there at the time. Hoffman stated we could call Iowa County and see what issues they have had because in their primary they had 5 candidates running for seats, and the anti-wind candidates did very well. Gallentine stated like anything, you will have success stories and failure stories. Granzow asked if Gallentine could reach out through their association with the IDDA if they have any knowledge of other counties that have experience. It was discussed that County Attorney Meyer would create a draft and this would be on the agenda again when that is ready for the Trustees.

10. Drainage Clerk Performance Review

Smith provided the Trustees with her goals and objectives for the Drainage Clerk performance review.

Motion by Hoffman to send Smith's Drainage Clerk Review on to Auditor Jessica Lara for review and to be placed in her personnel file. Second by McClellan. All ayes. Motion carried.

11. Other Business

DD 102 - Hoffman provided an update on the DD 102 Wetland Project, Hoffman spoke with landowner Steve Perry, who said tile installation is going very well. Gallentine stated they have not used any rock bedding yet. Hoffman noted that contractor Rogness has been excellent to work with. Gallentine stated they had run into clay at first and later black dirt in the bottom, but it was holding together well.

DD 11 - Contractor Seward went out to repair a 5' sinkhole in Smuck's property, the tile was not visible in the sinkhole. Contractor Seward has found the tile and pulled out 50' of cracked tile, every time the contractor is pulling out a section of cracked tile, there is a void on the outside of the tile next to the crack, and when they dig by the tile it hinges and the broken piece slips into the void. The contractor can't find a stable enough piece of tile to hook the repair into. CGA told contractor to stop work, to see if the Trustees want to do televising and see how far the tile is damaged. Gallentine states he does not know the dollar amount the contractor has reached yet in repair costs. It was discussed that repair costs below \$50,000 require a hearing, and we are not sure yet where the contractor is at in repair costs. Gallentine stated the upstream side of the tile is decent enough to connect to but the downstream side of the tile we are chasing trying to find a decent enough piece to connect to. Gallentine stated we could televise to see how far the damaged sections of tile extend. Contractor Seward has contacted Paul Williams to stand by for televising if needed.

Motion by Hoffman to instruct contractor Paul Williams to televise site immediately and have CGA report back to the Trustees. Second by McClellan. All ayes. Motion carried.

Motion by Hoffman to instruct Adam Seward depending on the outcome of televising to commence work if it is feasible, if not, at the discretion of CGA to start work and report back to us.

In further discussion on the motion, Gallentine asked what is feasible, is there a length of tile they would like to have replaced, for instance, up to 200', it is 3' to 4' sections of damaged clay tile. It was discussed that up to 200' may be too expensive and could approach the threshold for a hearing, and Buckeye has been hit hard with assessments in recent years. It was decided we can recess and come back to the discussion, and wait on the motion.

Motion by Hoffman to recess shortly to see if Paul Williams is able to televise and report back today. Second by McClellan. All ayes. Motion carried.

Motion to reconvene by Hoffman. Second by McClellan. All ayes. Motion carried.

Gallentine reports that Paul Williams has televised downstream and counting the 50' we already have out we will have to replace another 450' of damaged tile, so we are looking at replacing about 500' of tile in total. Gallentine stated they only made it about 650' and could not get any farther because there was piece of broken tile and they could not get any farther. They are televising upstream now and it does not look nearly as bad, it is still cracked, but not caving in. Granzow asked what an estimated cost would be on the next 450'. Gallentine stated if bidding it

out , you could easily expect \$50 to \$60 a foot, but doing it hourly he does not know what that cost would be, but bidding out it could easily be \$25,000 to \$30,000. Granzow asked if we should hold a landowner meeting or just fix it. Hoffman stated I think while the contractor is out there, I think we almost have to fix it. Granzow asked Gallentine to see if he could get a quote from contractor Seward for the cost of replacing 500' of tile, we are there , we have televised and we know what needs fixed. Gallentine stated there will be crop damage on top of those costs. McClellan stated she felt we should fix it, if the contractor leaves and we hold a landowner meeting, the contractor would have to mobilize again which may have additional costs. Granzow asked if this was a project Seward wanted to tackle. Gallentine stated he could call Seward and return with that information.

Hoffman stated we could make a motion for a cost not to exceed a specified dollar amount, and is concerned we will get dinged with transportation costs if we have the contractor return later. Granzow stated if Seward is willing to the job that would be great if we stay under that \$50,000 cost window.

Gallentine spoke with Seward and Seward is willing to do the work and is working on a quote right now. Gallentine noted to Seward that a quoted price would be \$50 to \$60 a foot, and Seward commented he felt that was light. Hoffman asked if we could recess and reconvene when we receive a quote from Seward. Gallentine stated he would get something in writing from Seward and get back to the Trustees. Hoffman stated don't let Seward pull equipment off site yet as we don not want to pay a transportation fee. Gallentine stated Seward thought he would have a quote within a half an hour. Hoffman stated we can wait for a quote.

Motion by Hoffman to recess until we hear back from Gallentine with a quote. Second by McClellan. All ayes. Motion carried.

Motion by Hoffman to reconvene. Second by Granzow. All ayes. Motion carried.

Hoffman stated he has spoken with contractor and costs may possible exceed the \$50,000 threshold for repair costs that would require a landowners meeting. Hoffman stated we will have to have CGA do an engineering report, and adjourn today's meeting an talk about it next week.

Motion by Hoffman to have contractor secure a the location, cover the site back up and take no further action, and bring it back on next week's agenda for discussion. Second by Granzow. All ayes. Motion carried.

12. Adjourn Meeting

Motion by Hoffman adjourn. Second by Granzow. All ayes. Motion carried.



Drainage Work Order Request For Repair

Hardin County

Date: 5/1/2020

Work Order #: WO00000294

Drainage District: DDs\DD 11 (51024)

Sec-Twp-Rge: 13-88-22 **Qtr Sec:** _____

Location/GIS: 88-22-13-300-003

Requested By: Robert Smuck

Contact Phone: (641) 640-0132

Contact Email: _____

Landowner (if different): _____

Description: DD 11 - Robert Smuck reports 2' tile blowout along fenceline in SW corner of parcel # 882213300003, along fenceline shared with Shirley Madole's parcel to the south. Smuck had Gehrke out to look, and Gehrke states it is DD tile.

Repair labor, materials and equipment: _____

Repaired By: _____ **Date:** _____

Please reference work order # and send statement for services to:

Hardin County Auditor's Office
Attn: Drainage Clerk
1215 Edgington Ave, Suite 1
Eldora, IA 50627
Phone (641) 939-8111
Fax (641) 939-8245

For Office Use Only

Approved: _____ **Date:** _____

Date of Issuance: 6-23-2020	Effective Date: 6-23-2020
Owner: Trustees of Drainage District 25 and 1	Owner's Contract No.: NA
Contractor: McDowell and Sons Contractors, Inc.	Contractor's Project No.: NA
Engineer: Lee Gallentine P.E.	Engineer's Project No.: 6501
Project: Repairs to Main Tile and Lateral 3 Tile DD 25 and Repairs to Main Tile DD 1	Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description: Due to the weather and the additional footage of pipe, the contractor has requested an extension of the completion date.

Attachments: E-mail from contractor requesting time extension and revised plan/profile sheets to show the current total revised scope of work.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: Original Contract: \$ <u>248,936.30</u>	Original Contract Times: Substantial Completion: <u>December 30, 2019</u> Ready for Final Payment: _____ date
Increase from previously approved Change Orders No. <u>1</u> to No. <u>3</u> : \$ <u>70,828.75</u>	Increase from previously approved Change Orders No. <u>1</u> to No. <u>3</u> : Substantial Completion: <u>DD 25 - June 30, 2020</u> <u>DD 1 - April 1, 2020</u> dates
Contract Price prior to this Change Order: \$ <u>319,765.05</u>	Contract Times prior to this Change Order: Substantial Completion: <u>DD 25 - June 30, 2020</u> <u>DD 1 - April 1, 2020</u> dates
Increase of this Change Order: \$ <u>0</u>	Increase of this Change Order: Substantial Completion: <u>DD 25 - July 31, 2020</u> <u>DD 1 - April 1, 2020</u> dates
Contract Price incorporating this Change Order: \$ <u>319,765.05</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>DD 25 - July 31, 2020</u> <u>DD 1 - April 1, 2020</u> dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>[Signature]</u>	By: _____	By: <u>[Signature]</u>
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Engineer</u>	Title _____	Title <u>Vice President</u>
Date: <u>June 23, 2020</u>	Date _____	Date <u>6-23-2020</u>

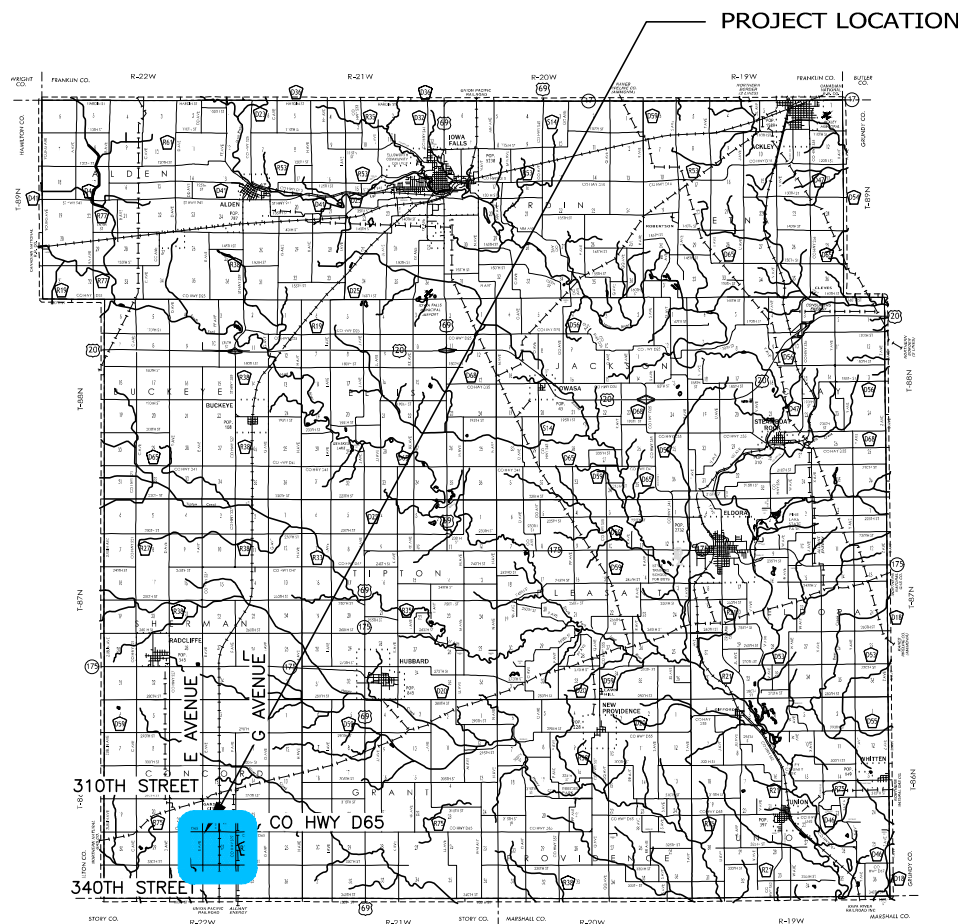
Approved by Funding Agency (if applicable)

By: _____ Date: _____
 Title: _____

REPAIRS TO MAIN TILE AND LATERAL 3 TILE DRAINAGE DISTRICT 25 HARDIN COUNTY, IOWA 2019



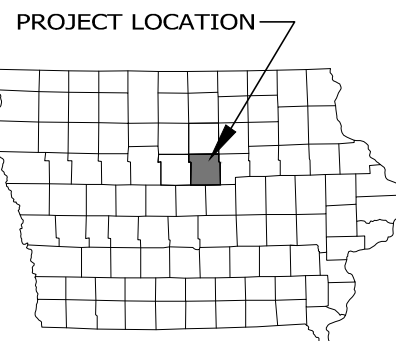
CALL BEFORE YOU DIG!
1-800-292-8989
www.iowaonecall.com



HARDIN COUNTY,
IOWA VICINITY MAP
NOT TO SCALE

NOTES:

1. THE PLANS AND SPECIFICATIONS PREPARED BY CLAPSADDLE-GARBER ASSOCIATES SHALL GOVERN. ALL WORK SHALL COMPLY WITH THE DETAILS AND SPECIFICATIONS REFERENCED.
2. ALL ELEVATIONS SHOWN ON THESE PLANS ARE BASED ON 2016 SURVEY. FOR CONVERSION TO OTHER PROJECT DATUMS, SEE "BENCHMARKS" ON PAGE 2.
3. THE APPLICANT/CONCRATOR IS NOT APPROVED TO GO TO WORK UNTIL THE APPLICANT/CONCRATOR HAS NOTIFIED THE RAILROAD AND SECURED A CURRENT "CALL BEFORE YOU DIG" DIG TICKET AT 1-800-336-9163



SHEET INDEX

SHEET NUMBER	SHEET TITLE
1	COVER
2	LEGEND NOTES ABBREVIATIONS VISUAL INDEX BENCHMARKS
3	DEMO PLAN
4	LATERAL 3 PLAN
5	PROFILE - ABANDONMENT
6	LATERAL 3 PROFILE
7	ENLARGED CROSSING PLAN
8	MAIN SPOT REPAIRS PLAN
9	DETAILS
10	DETAILS
11	UPRR GENERAL NOTES
12	SOUTH PORTION LATERAL 3 PLAN AND PROFILE

I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

LEE O. GALLETINE, P.E. _____ DATE _____

P.E. LICENSE NUMBER: 15745
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2020
PAGES OR SHEETS COVERED BY THIS SEAL: 1-12

DRAWN BY: ZJS	APPROVED BY: LOG	REVISIONS: 5/26/17 UPRR COMMENTS
DATE: 01/20/2017	PROJ. NO.: 6501	2/7/18 UPRR COMMENTS 4/22/20 FIELD LOCATION OF TILE
FIELD BK:		10/22/18 UPRR COMMENTS



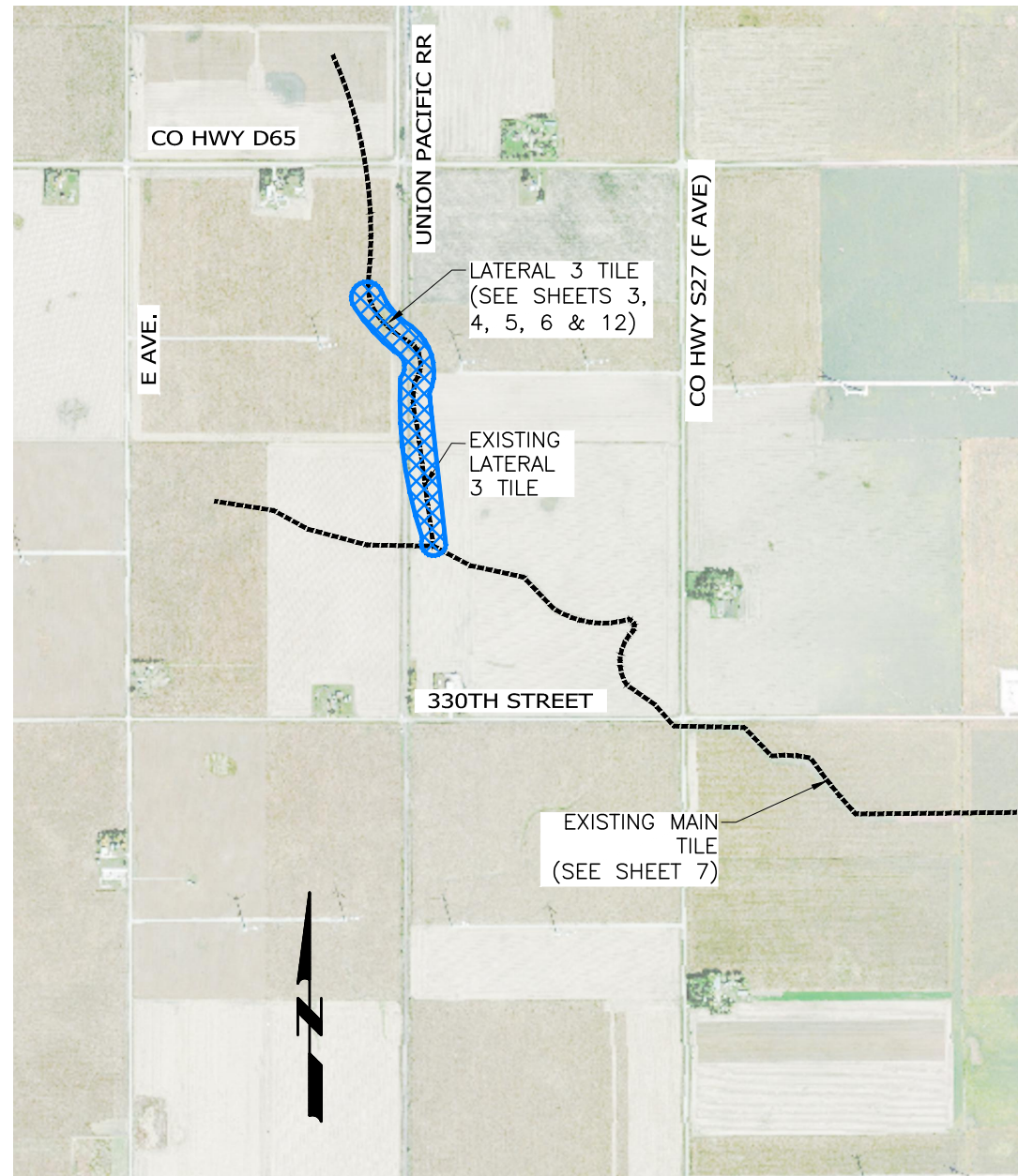
Clapsaddle-Garber Associates, Inc
Main Office: 16 East Main Street
Marshalltown, Iowa 50158
Ph 641-752-6701
www.cgaconsultants.com

ADDRESS:
739 PARK AVENUE
ACKLEY, IOWA 50601
PH 641-847-3273 FAX 641-847-2303

PROJECT: REPAIRS TO MAIN AND LAT 3 DD 25
HARDIN COUNTY, IOWA
2019

SHT. NAME: COVER SHEET

SHT. NO.: 1 OF 12



VISUAL INDEX
NOT TO SCALE

NOTES:

1. ALL PIPE LENGTHS SHOWN ARE THROUGH ALL STRUCTURES. HOWEVER, CONTRACTOR SHALL BE PAID ONLY FOR ACTUAL PIPE LENGTH INSTALLED IN COMPLETED SYSTEM.
2. CONTRACTOR SHALL PROTECT ALL TREES (INCLUDING LIMBS) SHOWN IN THE PROJECT PLANS UNLESS NOTED OTHERWISE. ALL TREES SHALL BE PROTECTED FROM DAMAGE TO TRUNKS, BRANCHES AND ROOTS. NO EXCAVATING, FILLING, GRADING, HAUL ROUTES OR MATERIAL STORAGE SHALL BE WITHIN THE DRIP LINE OF THE TREE(S) UNLESS OTHERWISE INDICATED. IF REQUIRED, CONTRACTOR SHALL PROVIDE BRANCH AND ROOT PRUNING REQUIRED FOR THE MEANS AND METHODS PROPOSED FOR THE NEW WORK BY A REGISTERED ARBORIST IN ADVANCE OF CONSTRUCTION. COST SHALL BE INCLUDED IN THE ASSOCIATED NEW WORK ITEM.
3. NO UTILITIES ARE PLOTTED ON THESE PLANS. THERE MAY BE SOME, THE EXISTENCE OF WHICH MAY BE KNOWN OR UNKNOWN. THE CONTRACTOR SHALL USE THE CONSTRUCTION PLANS IN CONJUNCTION WITH THE IOWA ONE-CALL SERVICE FOR THE ENTIRE PROJECT PRIOR TO STARTING ANY CONSTRUCTION TO ALLOW REVIEW FOR POSSIBLE UTILITY CONFLICTS. CONTRACTOR SHALL CONTACT ONE-CALL TO OBTAIN UTILITY LOCATES PRIOR TO STARTING CONSTRUCTION. WHERE PROPOSED CONSTRUCTION SHALL CROSS EXISTING UTILITIES, SERVICE, AND TILE LINES, CONTRACTOR SHALL LOCATE AND EXPOSE SAID UTILITIES, SERVICE, AND TILE LINES AT LEAST 24 HOURS PRIOR TO CONSTRUCTION TO ALLOW REVIEW FOR POSSIBLE UTILITY CONFLICTS.
4. ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN REDUCED OR INCREASED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. THE UPRR SUBDIVISION NAME FOR THE TRACKS AT THIS LOCATION IS MASON CITY SUBDIVISION.

BENCHMARKS:

HARDIN COUNTY GPS MONUMENT NO. 8011
2016 SURVEY ELEVATION = 1,153.58

HARDIN COUNTY GPS MONUMENT NO. 8012
2016 SURVEY ELEVATION = 1,202.12

PIPE MATERIAL ABBREVIATIONS

ACP	-	ASPHALT COATED PIPE
AWWA	-	AMERICAN WATER WORKS ASSOCIATION
CMLC	-	CEMENT MORTAR LINED AND COATED
CMP	-	CORRUGATED METAL PIPE
DIP	-	DUCTILE IRON PIPE
ELL	-	ELLIPTICAL
HDPE	-	HIGH DENSITY POLYETHYLENE
PPL	-	POLYPROPYLENE PIPE
PVC	-	POLYVINYL CHLORIDE
RCP	-	REINFORCED CONCRETE PIPE
RCEC	-	REINFORCED CONCRETE ELLIPTICAL PIPE
VCP	-	VITRIFIED CLAY PIPE

ABBREVIATIONS

ADAAG	-	AMERICAN DISABILITIES ACT ACCESSIBILITY GUIDELINES
BM	-	BENCHMARK
BOC	-	BACK OF CURB
CDS	-	CUL DE SAC
CL	-	CENTERLINE
EG	-	EXISTING GROUND
EP	-	EDGE OF PAVEMENT
FG	-	FORM GRADE
FL	-	FLOW LINE
HP	-	HIGH POINT
INV	-	INVERT
LP	-	LOW POINT
MAX	-	MAXIMUM
MIN	-	MINIMUM
MUTCD	-	MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES
PC	-	POINT OF CURVATURE
PCC	-	PORTLAND CEMENT CONCRETE
PRC	-	POINT OF REVERSE CURVATURE
PT	-	POINT OF TANGENCY
R/W	-	RIGHT OF WAY
TOC	-	TOP OF CONCRETE
TYP	-	TYPICAL

PLAN SHEET LEGEND

EXISTING	PROPOSED	
		- Street Sign Post
		- Sign Post
		- Ornamental Bush
		- Deciduous Tree
		- Coniferous Tree
		- Guy Anchor
		- Power Pole, w/Trans, w/Light, w/Trans & Light
		- Telephone Pedestal
		- Telephone Service
		- Electric Pedestal
		- Electric Panel
		- Light Pole
		- Gas Valve
		- Gas Meter
		- Fire Hydrant
		- Water Valve
		- Water Shut-Off
		- Sanitary Sewer Manhole
		- Storm Sewer/Tile Intake
		- Buried Fiber Optic Line
		- Overhead Electric Line
		- Fence Line
		- Gas Line
		- Water Main
		- Water Main Service Line
		- Sanitary Sewer Line
		- Sanitary Sewer Service Line
		- Storm Sewer/Tile Line
		- Future Storm Sewer Line
		- Tile Removal
		- Tile Abandoned
		- Structure/Intake Removal
		- Property Line
		- Right-Of-Way Line
		- Contour Line
		- Baseline/Centerline
		- Sawcut Line
		- Proposed Concrete Surface
		- Existing Concrete Surface/Removal
		- Proposed Gravel Surface
		- Gravel Surface/Removal
		- Proposed ACC Pavement
		- Existing ACC Pavement/Removal
		- Existing Surface Milling/Overlay
		- Existing Brick/Stamped Concrete

DRAWN BY: MAH	APPROVED BY: LOG	REVISIONS: 2/7/18 UPRR COMMENTS
DATE: JAN 11, 2017	PROJ. NO.: 6501	4/18/18 UPRR COMMENTS 4/22/20 FIELD LOCATION OF TILE
FIELD BK: -		10/22/18 UPRR COMMENTS

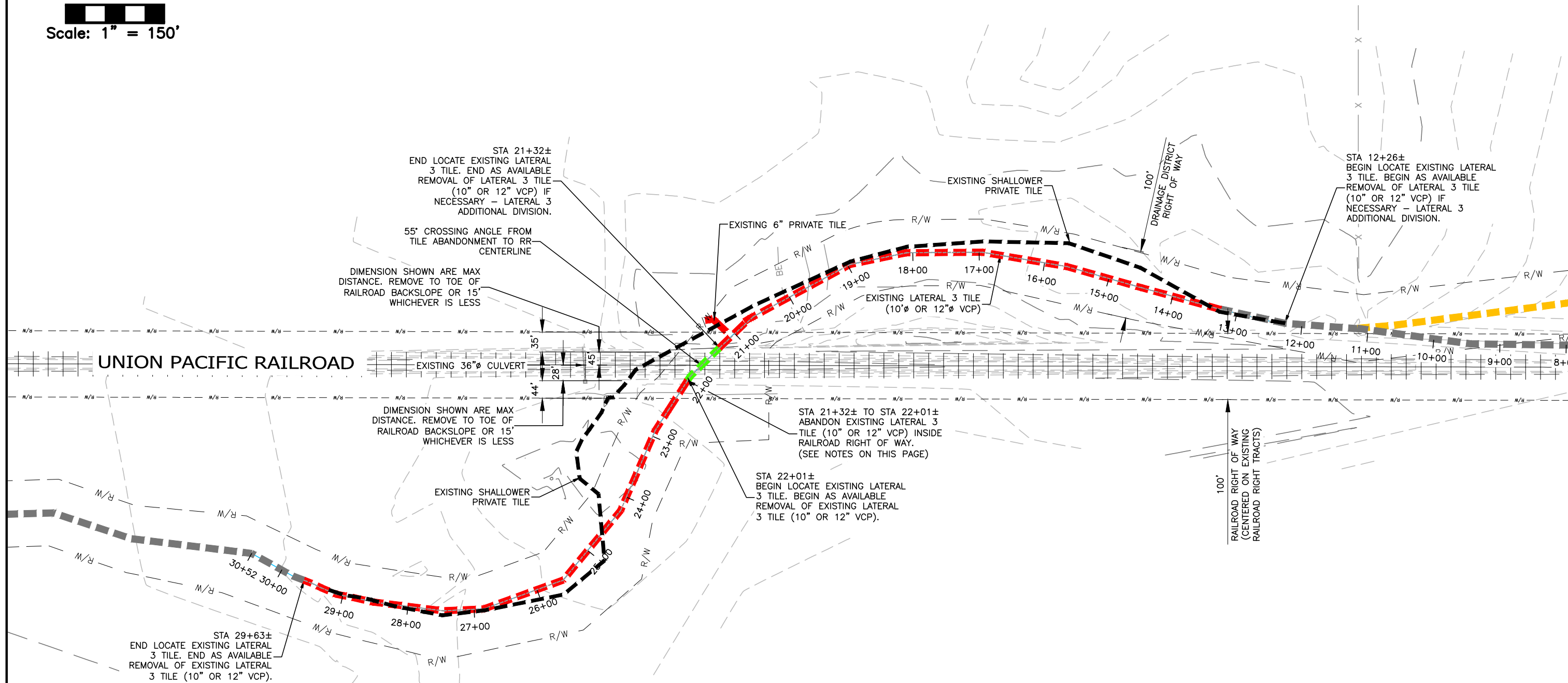
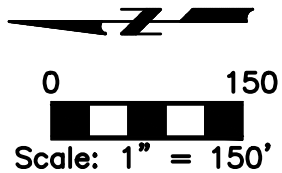


Clapsaddle-Garber Associates, Inc
Main Office: 16 East Main Street
Marshalltown, Iowa 50158
Ph 641-752-6701
www.cgaconsultants.com

ADDRESS:
739 PARK AVENUE
ACKLEY, IOWA 50601
PH 641-847-3273 FAX 641-847-2303

PROJECT: REPAIRS TO MAIN AND LAT 3 DD 25
HARDIN COUNTY, IOWA
2019

SHT. NAME: LEGEND NOTES ABBREVIATIONS
VISUAL INDEX BENCHMARKS
SHT. NO.: 2 OF 12



NOTES:

1. CONTRACTOR SHALL PROTECT EXISTING RAILROAD CULVERTS, INTAKES AND CASINGS DURING DEMOLITION AND CONSTRUCTION.
2. CONTRACTOR SHALL PROTECT EXISTING BURIED FIBER OPTIC LINE RUNNING THROUGH THE EXISTING SHALLOWER PRIVATE TILE AND POSSIBLY LATERAL 3 TILE DURING DEMOLITION AND CONSTRUCTION.
3. CONTRACTOR SHALL FOLLOW THE UNION PACIFIC RAILROADS GUIDELINES FOR ABANDONMENT FOR SUBSURFACE STRUCTURES (SEE SHEET 11).
4. EXISTING LATERAL 3 TILE SHALL BE REMOVED AS LONG AS REMOVAL DOES NOT DISTURB EXISTING SHALLOWER PRIVATE TILE.

DRAWN BY: MAH	APPROVED BY: LOG	REVISIONS: 2/7/18 UPRR COMMENTS
DATE: 1/20/2016	PROJ. NO.: 6501	3/28/18 UPRR COMMENTS 10/22/18 UPRR COMMENTS
FIELD BK: -		4/21/20 PRIVATE AND DIST. TILE LOCATIONS



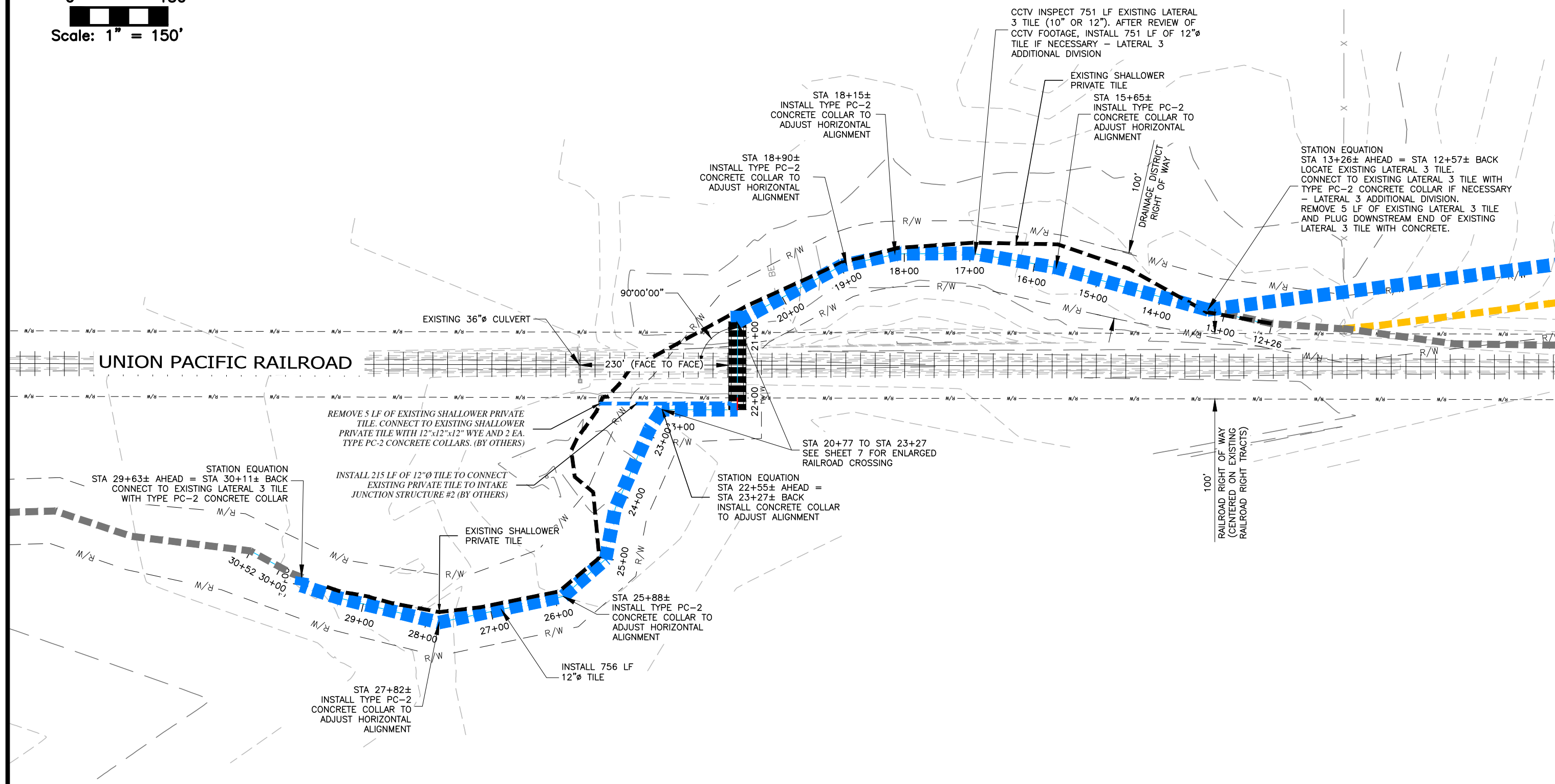
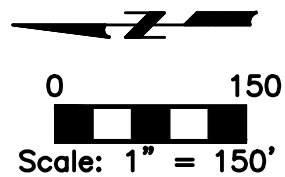
Clapsaddle-Garber Associates, Inc
 Main Office: 16 East Main Street
 Marshalltown, Iowa 50158
 Ph 641-752-6701
 www.cgaconsultants.com

ADDRESS:
 739 PARK AVENUE
 ACKLEY, IOWA 50601
 PH 641-847-3273 FAX 641-847-2303

PROJECT: REPAIRS TO MAIN AND LAT 3 DD 25
 HARDIN COUNTY, IOWA
 2019

SHT. NAME: DEMO PLAN

SHT. NO.: 3 OF 12



CCTV INSPECT 751 LF EXISTING LATERAL 3 TILE (10" OR 12"). AFTER REVIEW OF CCTV FOOTAGE, INSTALL 751 LF OF 12" TILE IF NECESSARY - LATERAL 3 ADDITIONAL DIVISION

EXISTING SHALLOWER PRIVATE TILE

STA 15+65±
INSTALL TYPE PC-2
CONCRETE COLLAR TO
ADJUST HORIZONTAL
ALIGNMENT

STA 18+15±
INSTALL TYPE PC-2
CONCRETE COLLAR TO
ADJUST HORIZONTAL
ALIGNMENT

STA 18+90±
INSTALL TYPE PC-2
CONCRETE COLLAR TO
ADJUST HORIZONTAL
ALIGNMENT

STATION EQUATION
STA 13+26± AHEAD = STA 12+57± BACK
LOCATE EXISTING LATERAL 3 TILE.
CONNECT TO EXISTING LATERAL 3 TILE WITH
TYPE PC-2 CONCRETE COLLAR IF NECESSARY
- LATERAL 3 ADDITIONAL DIVISION.
REMOVE 5 LF OF EXISTING LATERAL 3 TILE
AND PLUG DOWNSTREAM END OF EXISTING
LATERAL 3 TILE WITH CONCRETE.

EXISTING 36"Ø CULVERT

UNION PACIFIC RAILROAD

REMOVE 5 LF OF EXISTING SHALLOWER PRIVATE
TILE. CONNECT TO EXISTING SHALLOWER
PRIVATE TILE WITH 12"x12"x12" WYE AND 2 EA.
TYPE PC-2 CONCRETE COLLARS. (BY OTHERS)

INSTALL 215 LF OF 12"Ø TILE TO CONNECT
EXISTING PRIVATE TILE TO INTAKE
JUNCTION STRUCTURE #2 (BY OTHERS)

STA 20+77 TO STA 23+27
SEE SHEET 7 FOR ENLARGED
RAILROAD CROSSING

STATION EQUATION
STA 22+55± AHEAD =
STA 23+27± BACK
INSTALL CONCRETE COLLAR
TO ADJUST ALIGNMENT

STATION EQUATION
STA 29+63± AHEAD = STA 30+11± BACK
CONNECT TO EXISTING LATERAL 3 TILE
WITH TYPE PC-2 CONCRETE COLLAR

EXISTING SHALLOWER
PRIVATE TILE

STA 25+88±
INSTALL TYPE PC-2
CONCRETE COLLAR TO
ADJUST HORIZONTAL
ALIGNMENT

INSTALL 756 LF
12"Ø TILE

STA 27+82±
INSTALL TYPE PC-2
CONCRETE COLLAR TO
ADJUST HORIZONTAL
ALIGNMENT

100'
RAILROAD RIGHT OF WAY
(CENTERED ON EXISTING
RAILROAD RIGHT TRACTS)

SEE NOTES ON SHEET 7
FOR TILE CROSSING:

DRAWN BY: MAI	APPROVED BY: LOG	REVISIONS: 5/26/17 UPRR COMMENTS 10/22/18 UPRR COMMENTS
DATE: 1/20/2018	PROJ. NO.: 6501	3/28/18 UPRR COMMENTS
FIELD B/C: -		4/21/20 PRIVATE AND DIST. TILE LOCATIONS
P:\6501\CADD\CDS\6501 - PLANS.DWG; 6/23/2020 6/16/20 ADJUSTMENTS		



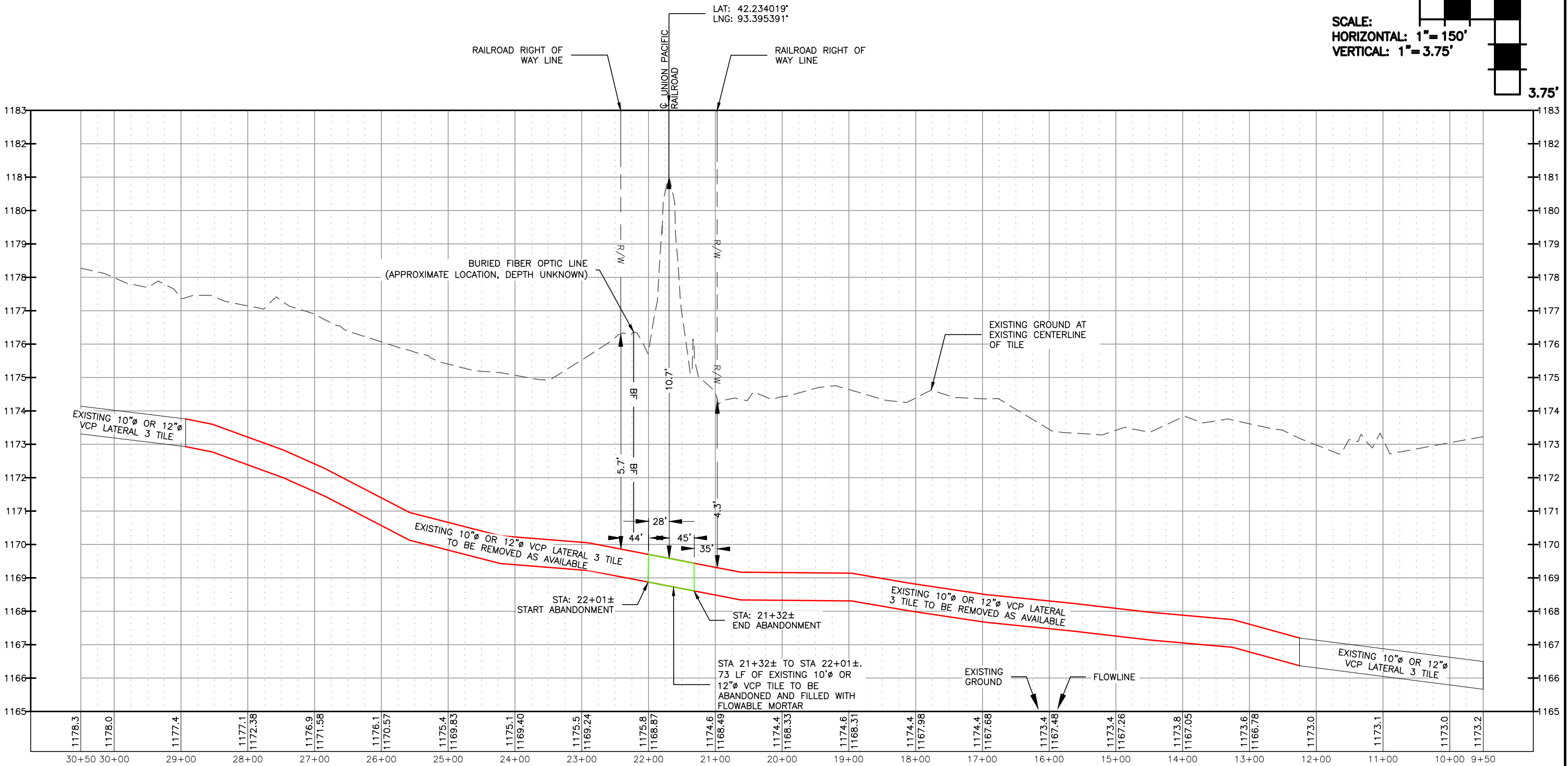
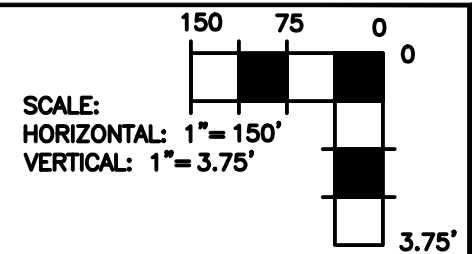
Clapsaddle-Garber Associates, Inc
Main Office: 16 East Main Street
Marshalltown, Iowa 50158
Ph 641-752-6701
www.cgaconsultants.com

ADDRESS:
739 PARK AVENUE
ACKLEY, IOWA 50601
PH 641-847-3273 FAX 641-847-2303

PROJECT:
REPAIRS TO MAIN AND LAT 3 DD 25
HARDIN COUNTY, IOWA
2019

SHT. NAME:
LATERAL 3 PLAN

SHT. NO.:
4 OF 12



- NOTES:**
1. CONTRACTOR SHALL PROTECT EXISTING RAILROAD CULVERTS, INTAKES AND CASINGS DURING DEMOLITION AND CONSTRUCTION.
 2. CONTRACTOR SHALL PROTECT EXISTING BURIED FIBER OPTIC LINE RUNNING THROUGH THE EXISTING PRIVATE TILE AND POSSIBLY LATERAL 3 TILE DURING DEMOLITION AND CONSTRUCTION.
 3. CONTRACTOR SHALL FOLLOW THE UNION PACIFIC RAILROADS GUIDELINES FOR ABANDONMENT FOR SUBSURFACE STRUCTURES (SEE SHEET 11).
 4. EXISTING LATERAL 3 TILE SHALL BE REMOVED AS LONG AS REMOVAL DOES NOT DISTURB EXISTING SHALLOWER PRIVATE TILE.

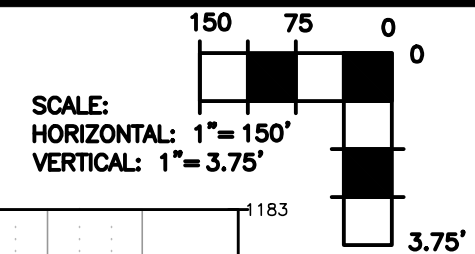
DRAWN BY: MAH	APPROVED BY: LOG	REVISIONS: 2/7/18 UPRR COMMENTS
DATE: 1/20/2018	PROJ. NO.: 6501	3/28/18 UPRR COMMENTS 10/22/18 UPRR COMMENTS
FIELD BK: -		4/21/20 PRIVATE AND DIST. TILE LOCATIONS

CGA
 Clapsaddle-Garber Associates, Inc
 Main Office: 16 East Main Street
 Marshalltown, Iowa 50158
 Ph 641-752-6701
 www.cgaconsultants.com

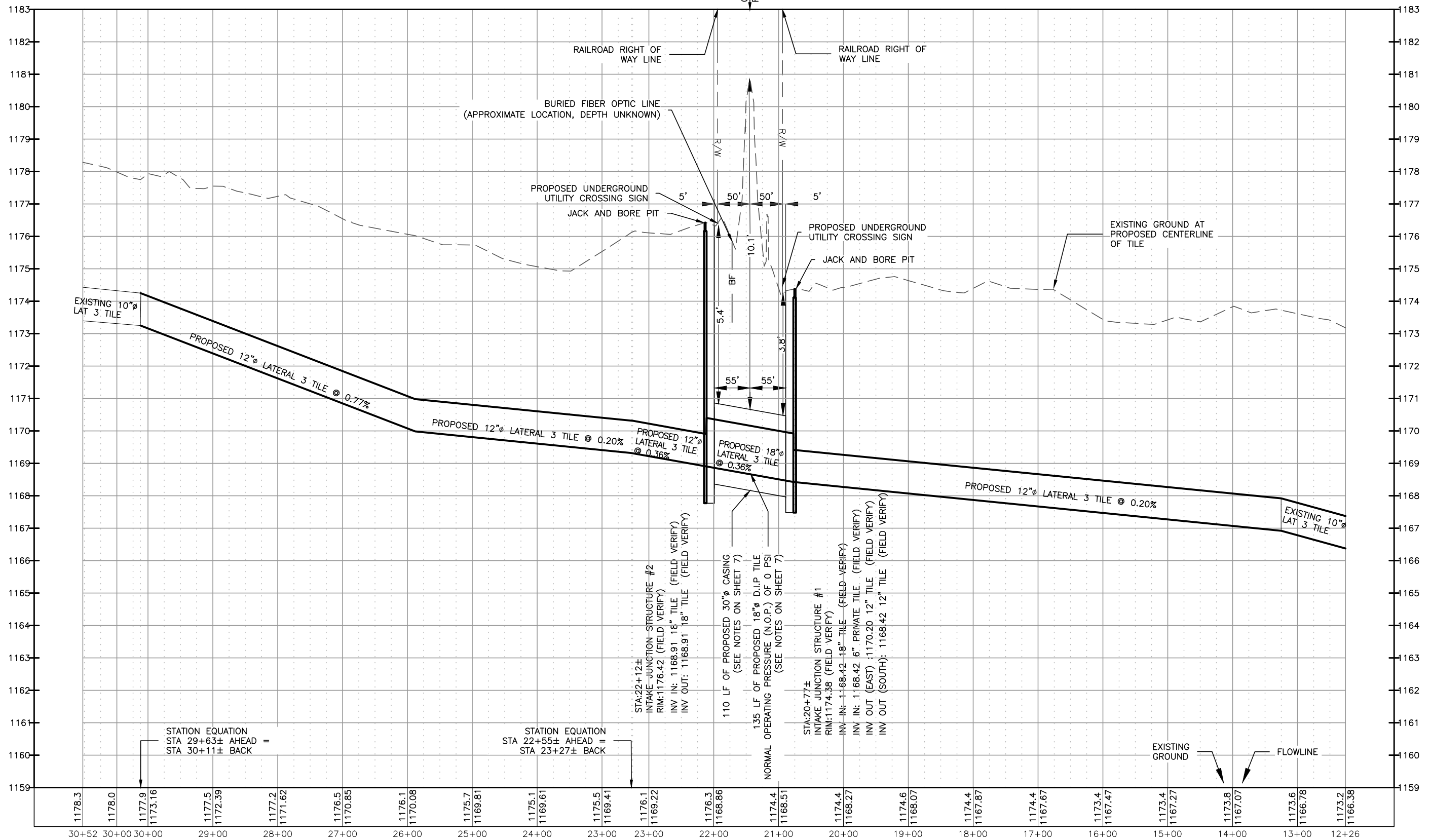
ADDRESS:
 739 PARK AVENUE
 ACKLEY, IOWA 50601
 PH 641-847-3273 FAX 641-847-2303

PROJECT:
 REPAIRS TO MAIN AND LAT 3 DD 25
 HARDIN COUNTY, IOWA
 2019

SHT. NAME:
 PROFILE - ABANDONMENT



MASON CITY SUBDIVISION
 MP: 124.63
 LAT: 42.234019°
 LNG: 93.395391°



DATE: 1/20/2018	APPROVED BY: LOG	REVISIONS: 5/26/17 UPRR COMMENTS 3/28/18 UPRR COMMENTS
FIELD B/C: -	PROJ. NO.: 6501	4/21/20 PRIVATE AND DIST. TILE LOCATIONS
P:\6501\CADD\CDS\6501 - PLANS.DWG; 6/23/2020		10/22/18 UPRR COMMENTS 6/19/20 ADJUSTMENTS



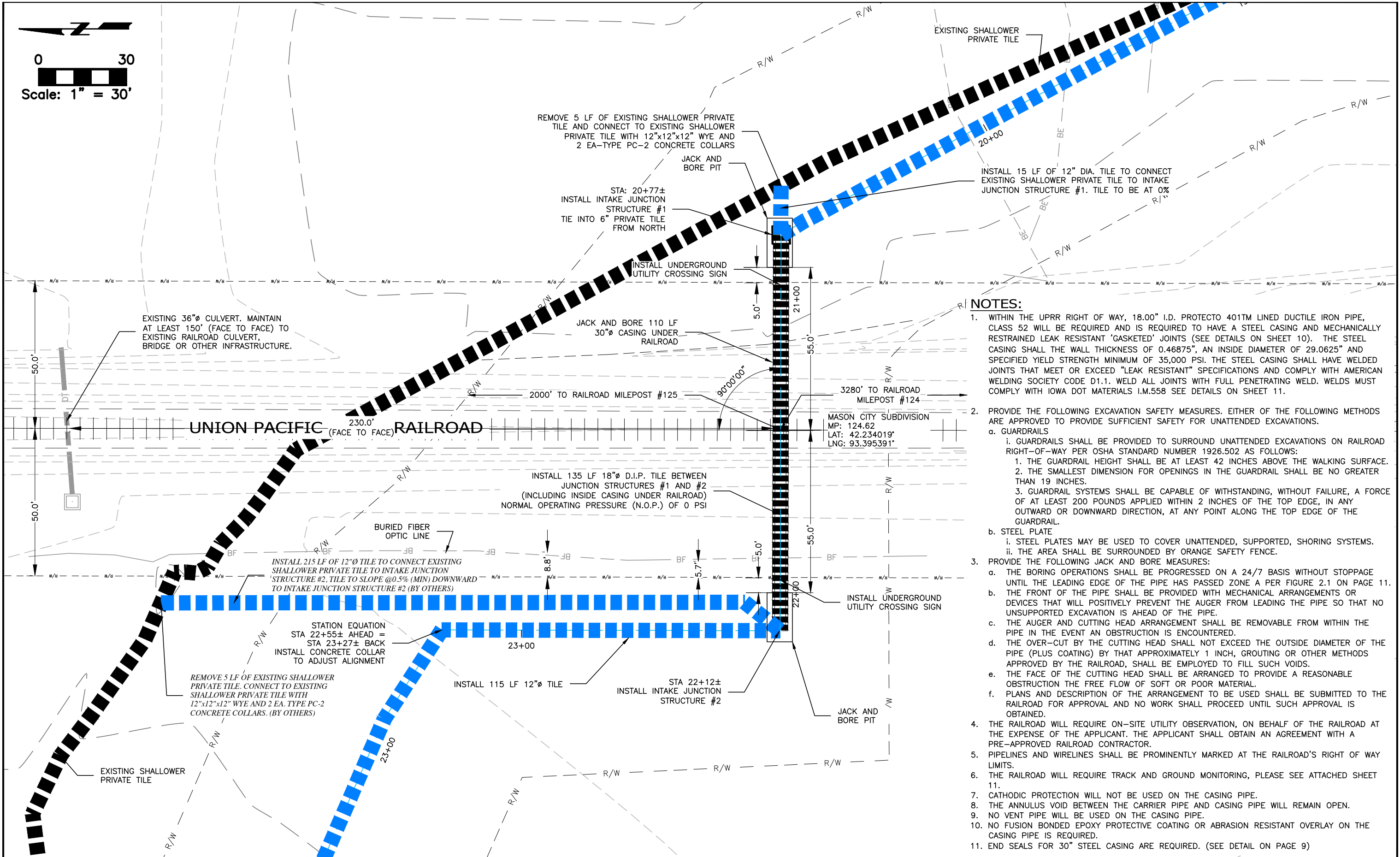
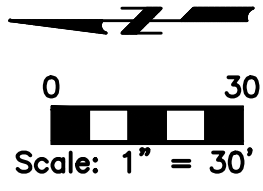
Clapsaddle-Garber Associates, Inc
 Main Office: 16 East Main Street
 Marshalltown, Iowa 50158
 Ph 641-752-6701
 www.cgaconsultants.com

ADDRESS:
 739 PARK AVENUE
 ACKLEY, IOWA 50601
 PH 641-847-3273 FAX 641-847-2303

PROJECT:
 REPAIRS TO MAIN AND LAT 3 DD 25
 HARDIN COUNTY, IOWA
 2019

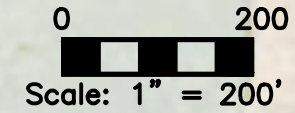
SHT. NAME:
 LATERAL 3 PROFILE

SHT. NO.:
 6 OF 12



- NOTES:**
- WITHIN THE UPRR RIGHT OF WAY, 18.00" I.D. PROTECTO 401TM LINED DUCTILE IRON PIPE, CLASS 52 WILL BE REQUIRED AND IS REQUIRED TO HAVE A STEEL CASING AND MECHANICALLY RESTRAINED LEAK RESISTANT "GASKETED" JOINTS (SEE DETAILS ON SHEET 10). THE STEEL CASING SHALL HAVE THE WALL THICKNESS OF 0.46875", AN INSIDE DIAMETER OF 29.0625" AND SPECIFIED YIELD STRENGTH MINIMUM OF 35,000 PSI. THE STEEL CASING SHALL HAVE WELDED JOINTS THAT MEET OR EXCEED "LEAK RESISTANT" SPECIFICATIONS AND COMPLY WITH AMERICAN WELDING SOCIETY CODE D1.1. WELD ALL JOINTS WITH FULL PENETRATING WELD. WELDS MUST COMPLY WITH IOWA DOT MATERIALS I.M.558 SEE DETAILS ON SHEET 11.
 - PROVIDE THE FOLLOWING EXCAVATION SAFETY MEASURES. EITHER OF THE FOLLOWING METHODS ARE APPROVED TO PROVIDE SUFFICIENT SAFETY FOR UNATTENDED EXCAVATIONS.
 - GUARDRAILS
 - GUARDRAILS SHALL BE PROVIDED TO SURROUND UNATTENDED EXCAVATIONS ON RAILROAD RIGHT-OF-WAY PER OSHA STANDARD NUMBER 1926.502 AS FOLLOWS:
 - THE GUARDRAIL HEIGHT SHALL BE AT LEAST 42 INCHES ABOVE THE WALKING SURFACE.
 - THE SMALLEST DIMENSION FOR OPENINGS IN THE GUARDRAIL SHALL BE NO GREATER THAN 19 INCHES.
 - GUARDRAIL SYSTEMS SHALL BE CAPABLE OF WITHSTANDING, WITHOUT FAILURE, A FORCE OF AT LEAST 200 POUNDS APPLIED WITHIN 2 INCHES OF THE TOP EDGE, IN ANY OUTWARD OR DOWNWARD DIRECTION, AT ANY POINT ALONG THE TOP EDGE OF THE GUARDRAIL.
 - STEEL PLATE
 - STEEL PLATES MAY BE USED TO COVER UNATTENDED, SUPPORTED, SHORING SYSTEMS.
 - THE AREA SHALL BE SURROUNDED BY ORANGE SAFETY FENCE.
 - PROVIDE THE FOLLOWING JACK AND BORE MEASURES:
 - THE BORING OPERATIONS SHALL BE PROGRESSED ON A 24/7 BASIS WITHOUT STOPPAGE UNTIL THE LEADING EDGE OF THE PIPE HAS PASSED ZONE A PER FIGURE 2.1 ON PAGE 11.
 - THE FRONT OF THE PIPE SHALL BE PROVIDED WITH MECHANICAL ARRANGEMENTS OR DEVICES THAT WILL POSITIVELY PREVENT THE AUGER FROM LEADING THE PIPE SO THAT NO UNSUPPORTED EXCAVATION IS AHEAD OF THE PIPE.
 - THE AUGER AND CUTTING HEAD ARRANGEMENT SHALL BE REMOVABLE FROM WITHIN THE PIPE IN THE EVENT AN OBSTRUCTION IS ENCOUNTERED.
 - THE OVER-CUT BY THE CUTTING HEAD SHALL NOT EXCEED THE OUTSIDE DIAMETER OF THE PIPE (PLUS COATING) BY THAT APPROXIMATELY 1 INCH, GROUTING OR OTHER METHODS APPROVED BY THE RAILROAD, SHALL BE EMPLOYED TO FILL SUCH VOIDS.
 - THE FACE OF THE CUTTING HEAD SHALL BE ARRANGED TO PROVIDE A REASONABLE OBSTRUCTION THE FREE FLOW OF SOFT OR POOR MATERIAL.
 - PLANS AND DESCRIPTION OF THE ARRANGEMENT TO BE USED SHALL BE SUBMITTED TO THE RAILROAD FOR APPROVAL AND NO WORK SHALL PROCEED UNTIL SUCH APPROVAL IS OBTAINED.
 - THE RAILROAD WILL REQUIRE ON-SITE UTILITY OBSERVATION, ON BEHALF OF THE RAILROAD AT THE EXPENSE OF THE APPLICANT. THE APPLICANT SHALL OBTAIN AN AGREEMENT WITH A PRE-APPROVED RAILROAD CONTRACTOR.
 - PIPELINES AND WIRELINES SHALL BE PROMINENTLY MARKED AT THE RAILROAD'S RIGHT OF WAY LIMITS.
 - THE RAILROAD WILL REQUIRE TRACK AND GROUND MONITORING, PLEASE SEE ATTACHED SHEET 11.
 - CATHODIC PROTECTION WILL NOT BE USED ON THE CASING PIPE.
 - THE ANNULUS VOID BETWEEN THE CARRIER PIPE AND CASING PIPE WILL REMAIN OPEN.
 - NO VENT PIPE WILL BE USED ON THE CASING PIPE.
 - NO FUSION BONDED EPOXY PROTECTIVE COATING OR ABRASION RESISTANT OVERLAY ON THE CASING PIPE IS REQUIRED.
 - END SEALS FOR 30" STEEL CASING ARE REQUIRED. (SEE DETAIL ON PAGE 9)

DRAWN BY: MAH DATE: 1/20/2016 FIELD BK: -	APPROVED BY: LOG PROJ. NO.: 6501	REVISIONS: 5/26/17 UPRR COMMENTS 2/7/18 UPRR COMMENTS 3/28/18 UPRR COMMENTS 10/22/18 UPRR COMMENTS 4/21/20 PRIVATE AND DIST. TILE LOCATIONS 6/19/20 ADJUSTMENTS	 Clapsaddle-Garber Associates, Inc. Main Office: 16 East Main Street Marshalltown, Iowa 50158 Ph 641-752-6701 www.cgaconsultants.com	ADDRESS: 739 PARK AVENUE ACKLEY, IOWA 50601 PH 641-847-3273 FAX 641-847-2303	PROJECT: REPAIRS TO MAIN AND LAT 3 DD 25 HARDIN COUNTY, IOWA 2019	SHT. NAME: ENLARGED CROSSING PLAN	SHT. NO.: 7 OF 12
---	-------------------------------------	--	---	---	--	--------------------------------------	----------------------



330TH ST

CO HWY S27 (FAVE)

EXISTING MAIN
TILE

GPS PT# 86

REPLACEMENT SCHEDULE

Start Location	Reference Point	Length of Pipe (ft)	Existing Main Size (in) (field verify)	Repair Main Size (in)	Reason for Replacement
0' UPSTREAM	GPS 86	30'	22" OR 24"	24"	RUSTY CMP AND SINGLE HALL HDPE
280' UPSTREAM	GPS 86	70'	20" OR 22"	24"	PARTIALLY COLLAPSED VCP
460' UPSTREAM	GPS 86	15'	20" OR 22"	24"	PARTIALLY COLLAPSED VCP & FAULTY TILE CONNECTION
560' UPSTREAM	GPS 86	20'	20" OR 22"	24"	PARTIALLY COLLAPSED VCP
0' DOWNSTREAM	GPS 86	80'	22" OR 24"	24"	RUSTY CMP & SINGLE WALL HDPE & INTRUDING TILE CONNECTION
155' DOWNSTREAM	GPS 86	15'	20" OR 22"	24"	PARTIALLY COLLAPSED VCP
540' DOWNSTREAM	GPS 86	15'	20" OR 22"	24"	PARTIALLY COLLAPSED VCP
640' DOWNSTREAM	GPS 86	15'	20" OR 22"	24"	PARTIALLY COLLAPSED VCP

DRAWN BY: MAH APPROVED BY: LOG REVISIONS:
 DATE: 1/20/2018 PROJ. NO.: 6501
 3/28/18 UPRR COMMENTS 10/22/18 UPRR COMMENTS
 4/21/20 PRIVATE AND DIST. TILE LOCATIONS
 FIELD BY: -
 P:\6501\CADD\CDS\6501 - PLANS.DWG; 6/23/2020



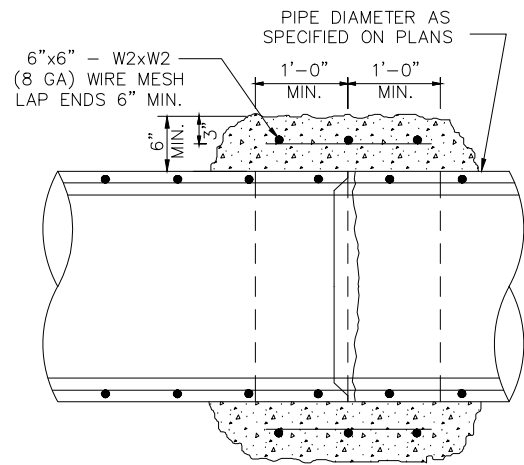
Clapsaddle-Garber Associates, Inc
 Main Office: 16 East Main Street
 Marshalltown, Iowa 50158
 Ph 641-752-6701
 www.cgaconsultants.com

ADDRESS:
 739 PARK AVENUE
 ACKLEY, IOWA 50601
 PH 641-847-3273 FAX 641-847-2303

PROJECT:
 REPAIRS TO MAIN AND LAT 3 DD 25
 HARDIN COUNTY, IOWA
 2019

SHT. NAME:
 MAIN SPOT REPAIRS PLAN

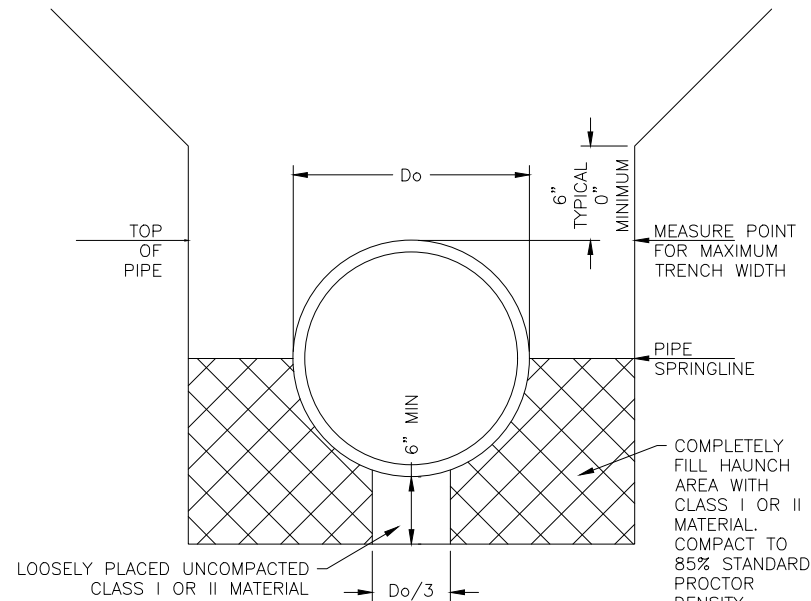
SHT. NO.:
 8 OF 12



TYPE PC-2 CONCRETE COLLAR CONNECTION DETAIL

NO SCALE

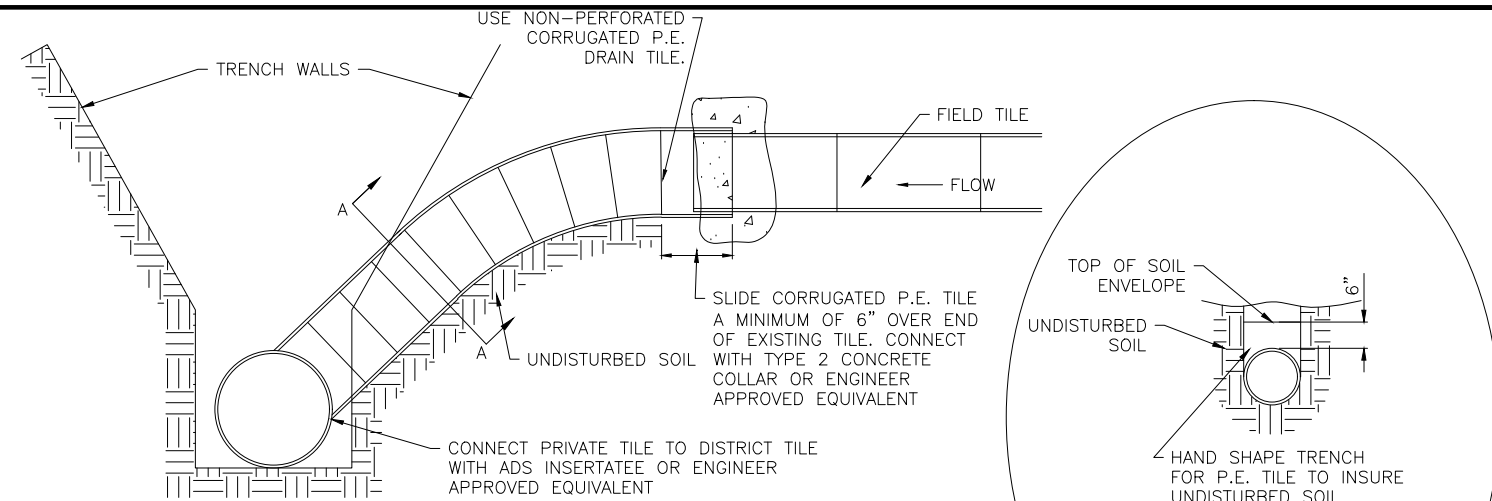
CONCRETE COLLAR REQUIREMENT
 THE OUTER EDGE OF PIPE JOINTS SHALL NOT BE OPENED GREATER THAN 5/16-INCH. IF GREATER THAN 5/16-INCH, A TYPE 2 CONCRETE COLLAR SHALL BE INSTALLED AROUND THE JOINT AT NO ADDITIONAL COST TO THE OWNER



RCP BEDDING DETAIL

NO SCALE

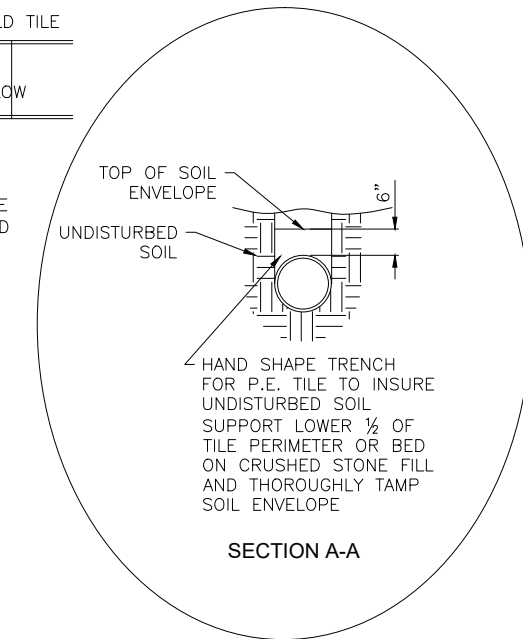
CLASS II MATERIAL BEDDING SHALL BE CONSISTENT WITH THE GRADATION AND OTHER CHARACTERISTICS OF STANDARD AASHTO A1 OR A3 SOIL. A REPRESENTATIVE SAMPLE OF THE MATERIAL AND A GRADATION REPORT OR SUPPLIER'S CERTIFICATION OF COMPLIANCE SHALL BE SUBMITTED TO THE ENGINEER OR APPROVAL PRIOR TO DELIVERY TO SITE.



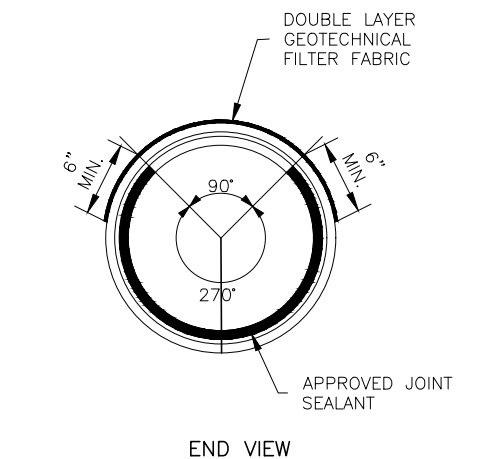
PRIVATE TILE CONNECTION DETAIL

FOR PRIVATE TILE UP TO 10" DIAMETER
 NO SCALE

CONCRETE COLLAR EXCEPTION
 CONNECTIONS TO THE PIPE AT BOTH ENDS MAY BE MADE WITH A MANUFACTURED POLYETHYLENE INTERNAL SNAP COUPLER INSERTED FULLY INTO THE PIPE AND WRAPPED WITH GEOTECHNICAL FILTER FABRIC. CONCRETE COLLARS NOT REQUIRED WITH POSITIVE LOCKED CONNECTION, BUT COMPACTED CRUSHED ROCK FULLY SURROUNDING THE CONNECTION IS REQUIRED

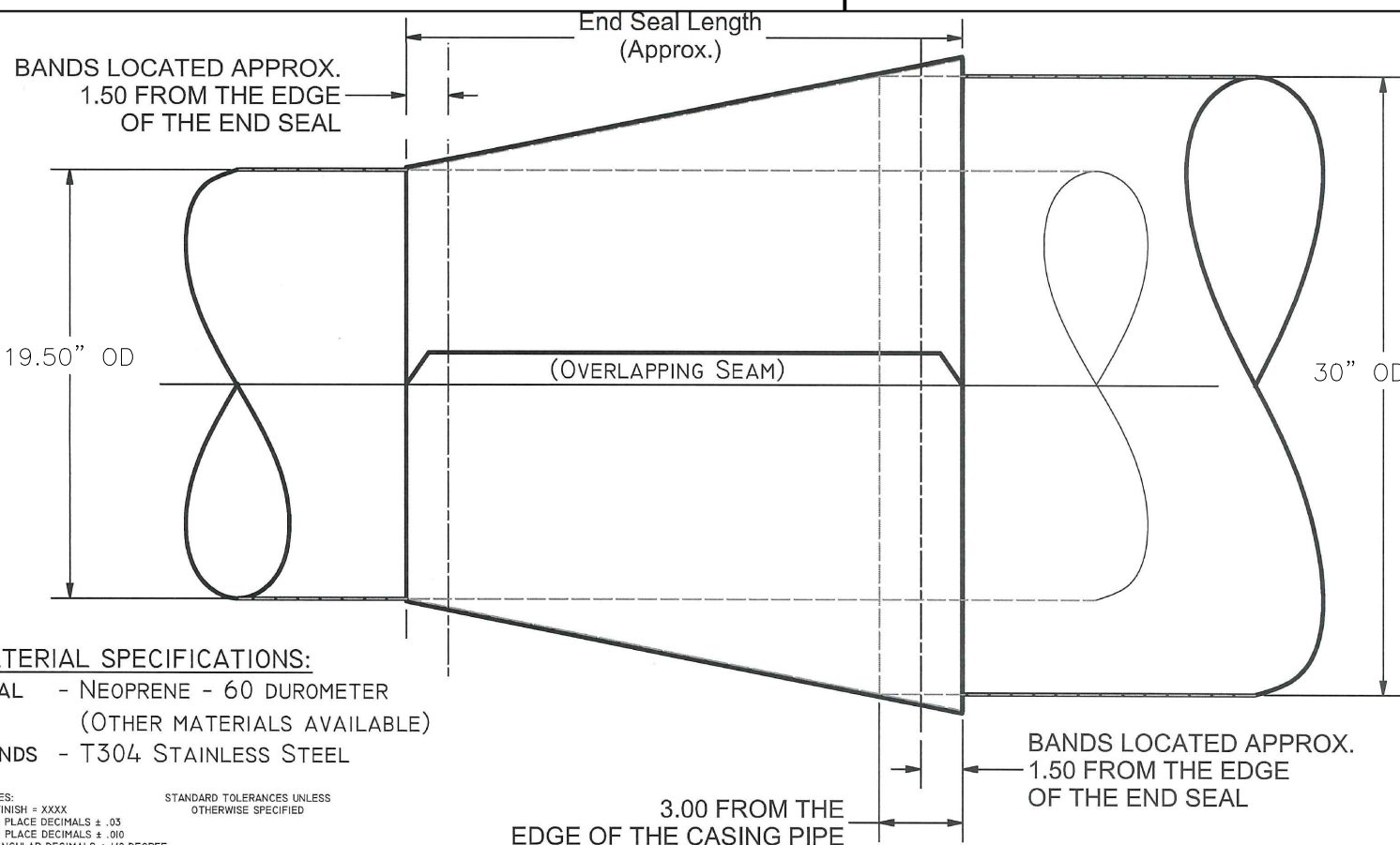
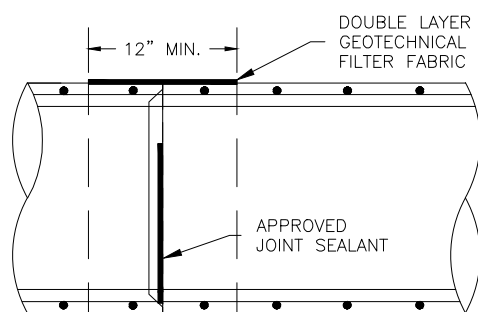


SECTION A-A



RCP JOINT DETAIL

NO SCALE



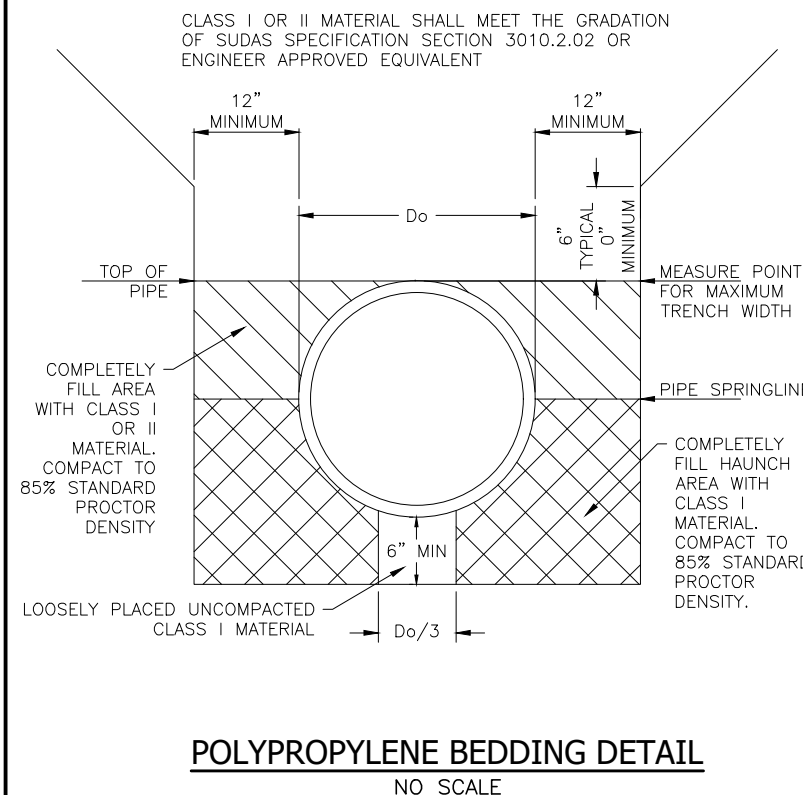
END SEAL INSTALLATION GUIDE

PUSH IN CARRIER SIDE BEFORE TIGHTENING END SEAL
 NO SCALE

MATERIAL SPECIFICATIONS:
 SEAL - NEOPRENE - 60 DUROMETER
 (OTHER MATERIALS AVAILABLE)
 BANDS - T304 STAINLESS STEEL

- NOTES:**
1. FINISH = XXXX
 2. 2 PLACE DECIMALS ± .03
 3. 3 PLACE DECIMALS ± .010
 4. ANGULAR DECIMALS ± 1/2 DEGREE.
 5. CHAMFER ALL MACHINED SURFACES .005-.010 x 45° AND REMOVE ALL BURRS.
 6. ALL PARTS MUST BE FREE FROM SCALE.
 7. NO TOLERANCE NEEDED ON REFERENCE DIMENSIONS.
 8. ALL BOLT CIRCLE TOLERANCES PER ANSI B16.5 PARA. 7.7
 9. CONCENTRICITY TO CENTERLINE .005

NOTES: (cont'd.)
 10. NOT for pressure applications.



POLYPROPYLENE BEDDING DETAIL

NO SCALE

CLASS II MATERIAL BEDDING SHALL BE CONSISTENT WITH THE GRADATION AND OTHER CHARACTERISTICS OF STANDARD AASHTO A1 OR A3 SOIL. A REPRESENTATIVE SAMPLE OF THE MATERIAL AND A GRADATION REPORT OR SUPPLIER'S CERTIFICATION OF COMPLIANCE SHALL BE SUBMITTED TO THE ENGINEER OR APPROVAL PRIOR TO DELIVERY TO SITE.

DRAWN BY: ZJS	APPROVED BY: LOG	REVISIONS: 2/7/18 UPRR COMMENTS
DATE: 01/20/2017	PROJ. NO.: 6501	3/28/18 UPRR COMMENTS 10/22/18 UPRR COMMENTS
FIELD BK:		4/21/20 PRIVATE AND DIST. TILE LOCATIONS



Clapsaddle-Garber Associates, Inc
 Main Office: 16 East Main Street
 Marshalltown, Iowa 50158
 Ph 641-752-6701
 www.cgaconsultants.com

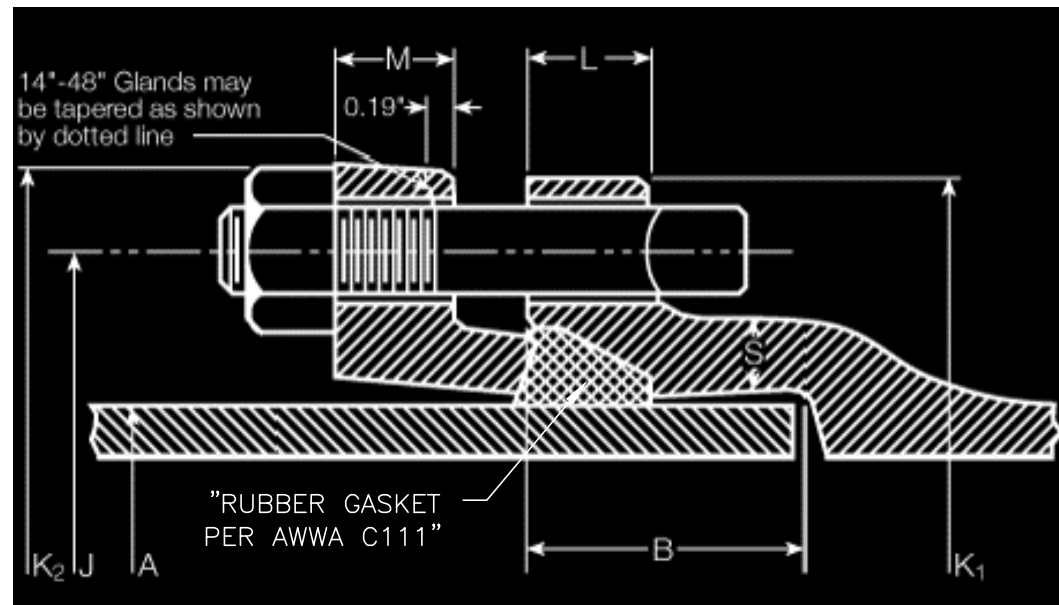
ADDRESS:
 739 PARK AVENUE
 ACKLEY, IOWA 50601
 PH 641-847-3273 FAX 641-847-2303

PROJECT:
 REPAIRS TO MAIN AND LAT 3 DD 25
 HARDIN COUNTY, IOWA
 2017

SHT. NAME:	DETAILS	SHT. NO.:	9 OF 12
------------	---------	-----------	---------

CARRIER PIPE JOINT DETAIL

NO SCALE



CARRIER PIPE RUBBER GASKET DETAIL

NO SCALE

Dimensions in Inches										Bolts	
Size	A	B	J	K1	K2	L	M	S	#	Size	
18	19.50	3.50	23.25	24.83	24.75	1.44	1.38	1.05	12	3/4 x 4.5	

SIZE (IN)	PIPE OD	DEFLECTION (DEGREES)	PRESSURE RATING (PSI)
18	19.50	3	350

DRAWN BY: ZJS	APPROVED BY: LOG	REVISIONS: 2/7/18 UPRR COMMENTS
DATE: 01/20/2017	PROJ. NO.: 6501	3/28/18 UPRR COMMENTS 10/22/18 UPRR COMMENTS
FIELD BK:		4/21/20 PRIVATE AND DIST. TILE LOCATIONS



Clapsaddle-Garber Associates, Inc
 Main Office: 16 East Main Street
 Marshalltown, Iowa 50158
 Ph 641-752-6701
 www.cgaconsultants.com

ADDRESS:
 739 PARK AVENUE
 ACKLEY, IOWA 50601
 PH 641-847-3273 FAX 641-847-2303

PROJECT: REPAIRS TO MAIN AND LAT 3 DD 25
 HARDIN COUNTY, IOWA
 2017

SHT. NAME: DETAILS

SHT. NO.: 10 OF 12

1. Abandonment Procedures

A. Hazardous material testing & notification

1. Prior to either removal or abandon in-place of existing Facilities, testing for ACM, PACM, LBP and PCBs shall be completed and the results reported to the Railroad.
 - i. ACM or PACM - Asbestos Containing Materials or Presumed Asbestos Containing Materials
 - ii. LBP - Lead Based Paint
 - iii. PCBs - PolyChlorinated Biphenyls
2. Testing results shall be emailed to asbestos@up.com (file size limit / email is 10mb) with one of the following subject lines:
 - i. Action Required - Priority Project
 - ii. Action Required - Request for Information/Question
 - iii. Reporting - Test Results
3. The Railroad may require removal or consider abandon in-place of the existing Facilities upon review of the testing results.

B. Removal

1. At the time of abandonment, Facilities within Zone B shall be removed at the cost of the owner. See Figure 2-1 for Zone identification.
2. The following additional Zone requirements apply.
 - i. Zone A - Designed shoring systems are required per Section 3. Track & ground monitoring is required per Section 2.
 - ii. Zone B - Sloped or stepped excavations are acceptable.

C. Abandon in-place

1. The Facility shall be filled with CLSM (Controlled Low-Strength Material). This process is designed to help avoid future subsidence as the line deteriorates after abandonment. The use of low strength CLSM also allows the future removal of CLSM at a later date if deemed necessary.
2. CLSM Design
 - i. The CLSM material shall have an unconfined compressive strength 300psi. This provides strength while allowing future removal if necessary.
 - ii. The mixture shall consist of water, Portland cement, fly ash, and sound fine or coarse aggregate or both.
 - iii. The mix design shall allow adequate flowability without segregation of aggregates.
 - iv. Hardening time is of prime importance and CLSM should develop 50psi in about one hour.
 - v. The maximum layer of thickness for CLSM shall be 3 feet.
 - vi. Additional layers shall not be placed until the CLSM has lost sufficient moisture.
 - vii. For pipelines or structures with a depth greater than 3 feet, CLSM shall be placed in lifts.
 - viii. Contractor should verify no voids will be present after filling the structure.
 - ix. Access to fill pipelines shall be from off the UPRR right-of-way if possible. If excavation is required for the fill procedure, excavations shall meet requirements in Section 3.

2. Track and Ground Monitoring

A. General track and ground monitoring requirements

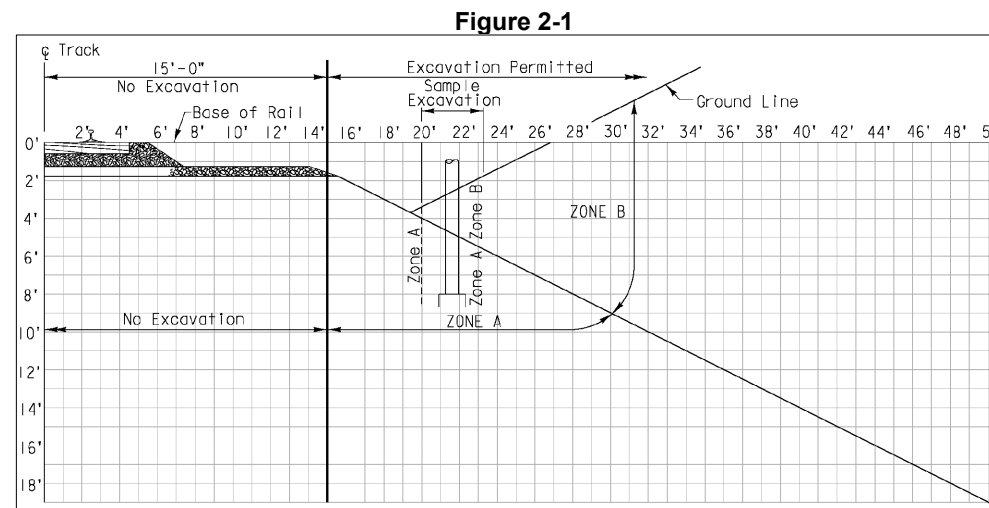
1. General requirement
 - i. Temporary lighting may also be required by the Railroad to identify tripping hazards to train crewmen and other Railroad personnel.
 - ii. Any excavation, holes or trenches on the Railroad property shall be covered, guarded and/or protected. Handrails, fence, or other barrier methods must meet OSHA and FRA requirements.
2. Track and ground monitoring are required as follows:
 - i. For crossings with pipe diameter and depth (below base of rail) as shown below

- in Table 2-1.
- ii. For shoring within Zone A of any track, as shown below in Figure 2-1.
- iii. Additional monitoring may be required by the Railroad on a case by case basis.
3. Monitoring schedule
 - i. Monitoring shall commence once any construction activity is within Zone A. See Figure 2-1.
 - ii. Monitoring shall continue, after installation is complete, for 7 days or as required by the Railroad.
 - a. For large and/or shallow pipeline installations monitoring may be required for up to 30 days.

Table 2-1
Pipe Diameter, inches (outer most pipe)

Depth, feet (below base of rail)	Pipe Diameter, inches (outer most pipe)												
	0	6	12	18	24	30	36	42	48	54	60	66	72
5	X	X	X	X	X	X	X	X	X	X	X	X	X
10				X	X	X	X	X	X	X	X	X	X
15							X	X	X	X	X	X	X
20								X	X	X	X	X	X
25									X	X	X	X	X
30										X	X	X	X

X= Monitoring is Required



B. Track Monitoring

1. Track Deflection Limits
 - i. The top of rail shall not permanently deflect more than 1/4 inch vertical or horizontal.
2. Targets
 - i. Track monitoring shall not require track access other than to place the track monitoring targets.
 - ii. Monitoring targets should be placed such that monitoring is possible when a train is present. However, monitoring during the passing of a train is not required as the train will temporarily deflect the track.
 - iii. Adhesive backed reflective targets may be attached to the side of the rail temporarily. Targets should be removed once monitoring phase is complete.
3. Monitoring Plan
 - i. If the top of rail does deflect more than 1/4 inch, all operations shall stop until the matter is resolved.
 - ii. Provide established contingency plan, See Section 2.D, in the event of ground

- loss and/or the rail deviates 1/4 inch vertical or horizontal.
- iii. Establish a bench mark in the vicinity of the construction. Establish locations for shooting elevations on the top of rail at each area of construction.
 - a. Example locations for shooting rail elevations would be at:
 - At the centerline of an under track crossing.
 - At both outside edges of the crossing. ie. For a wide excavation.
 - At multiple locations from the crossing/excavation edge but no less than 10, 20, 30, 40 and 50 feet from the crossing.
 - iv. Monitoring shall be continuous and recorded in a field log book dedicated for this purpose. Copies of these field log entries can be made available to all concerned parties upon request at any time during construction.

C. Ground Monitoring

1. Provide means for monitoring ground settlement. Submit monitoring plan for Railroad review.
2. Ground monitoring points should be in alignment above the proposed construction activities.

D. Contingency Plans

1. The Contractor shall supply Contingency Plan(s), which anticipate reaching the Threshold and Shutdown values, for all construction activities which may result in horizontal and/or vertical track deflection.
 - i. Track monitoring values:
 - a. Threshold value = 1/8 inch permanent vertical or horizontal deflection
 - b. Shutdown value = 1/4 inch permanent vertical or horizontal deflection
2. The Contingency Plans shall provide means and methods, with options if necessary.
3. The Contractor should anticipate the need to implement each Contingency Plan with required materials, equipment and personnel.
 - i. Once the Threshold value is met, the contractor shall determine the appropriate Contingency Plan(s) and immediately discuss this plan with, and receive approval confirmation from, the Railroad.
 - ii. Once the Shutdown value is exceeded all project work shall stop and the chosen Contingency Plan shall commence.
 - a. The Railroad may choose to allow and/or require the immediate implementation of specific approved Contingency Plans, submitted by the Contractor, once the Shutdown value is exceeded.

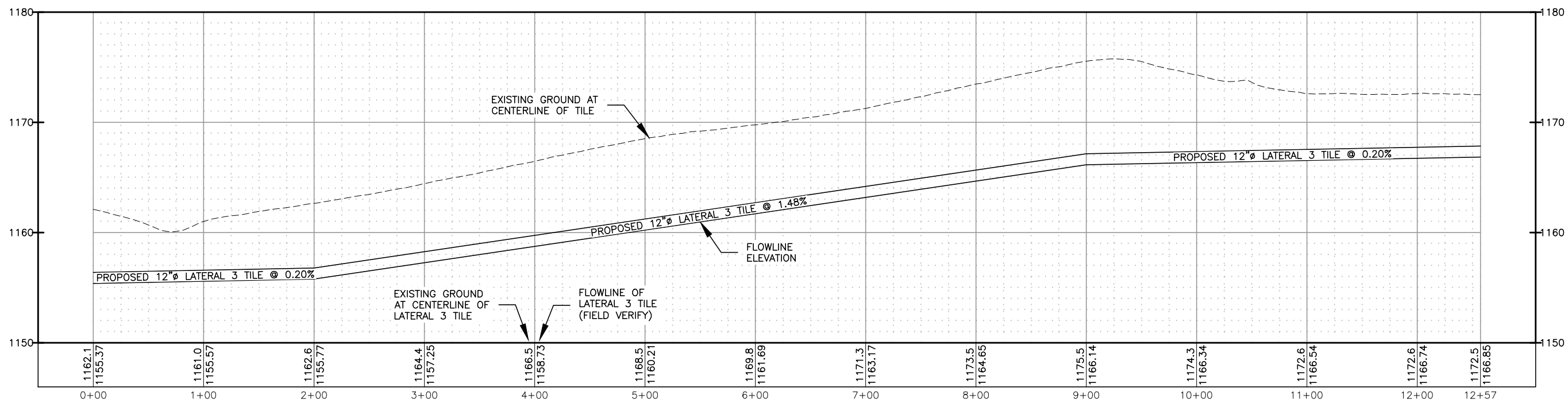
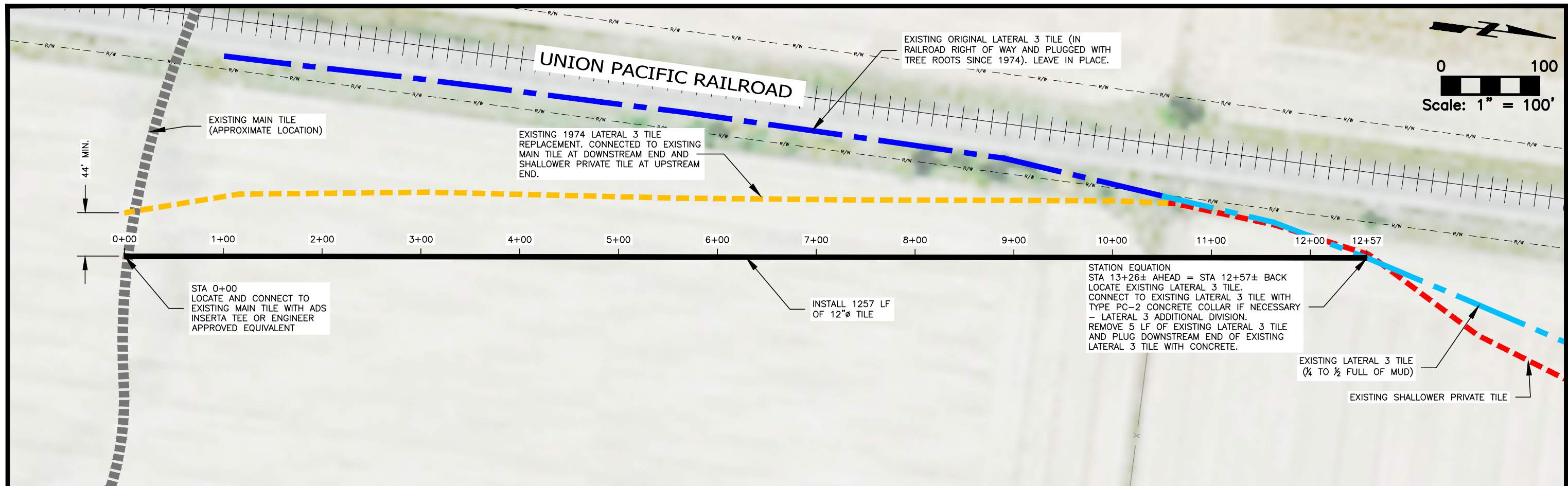
2. Excavation Requirements

A. Shoring Design

1. For temporary earth retention design requirements on the Right-of-Way, see the Guidelines for Temporary Shoring. http://www.up.com/real_estate/roadxing/industry/index.htm

B. Excavation Safety

1. Guardrails
 - i. Guardrails shall be provided to surround unattended excavations on Railroad Right-of-Way per OSHA Standard Number 1926.502 as follows:
 - a. The guardrail height shall be at least 42 inches above the walking surface.
 - b. The smallest dimension for openings in the guardrail shall be no greater than 19 inches.
 - c. Guardrail systems shall be capable of withstanding, without failure, a force of at least 200 pounds applied within 2 inches of the top edge, in any outward or downward direction, at any point along the top edge of the guardrail.



Lee Gallentine

From: Steve McDowell <steve@mcdowellandsons.com>
Sent: Friday, June 19, 2020 9:38 AM
To: Lee Gallentine; Mary Fatland
Subject: DD 25

Lee, I requesting an extension of one month on the DD25 project due to weather conditions and extra footage change order. Thanks



Steve McDowell

McDowell & Sons Contractors, Inc
Ph: 641-648-5071
Fax: 641-648-3639



June 18, 2020
Folder: 03141-19

DENISE SMITH
HARDIN COUNTY BOARD OF SUPERVISORS
1215 EDGINGTON AVE
SUITE 1
ELDORA IA 50627

Dear Denise:

Reference is made to that certain Agreement dated June 10, 2019, between UNION PACIFIC RAILROAD COMPANY ("Railroad"), and HARDIN COUNTY BOARD OF SUPERVISORS ("Utility"), covering permission to inspect, root clean, and jet the existing lateral tile on Railroad Company's property at or near Radcliffe, Iowa. Said Maintenance Consent Letter is identified in the Railroad Company's records as Audit No. 293470, which has or will expire(d) by its own terms.

Subject to the termination provisions contained herein or in the Consent Letter, the term of the agreement is hereby renewed and/or extended commencing as of June 10, 2019 and continuing through **September 09, 2020**, and that all the terms and conditions of the Consent Letter, as heretofore or herein supplemented and/or amended (if applicable), shall remain in full force and effect during the extended term.

This Extension will include the Contractor's Right of Entry portion of the agreement dated May 18, 2020 between Railroad and Honey Creek Land Improvements

This Letter Agreement is supplemental to the Maintenance Consent Letter, and nothing herein contained shall be construed as amending or modifying the same, except as herein specifically provided. Please execute this letter indicating your acceptance and return one copy to me.

Sincerely,

A handwritten signature in blue ink that reads "Valerie Harrill".

Valerie Harrill
Manager, Real Estate Contracts

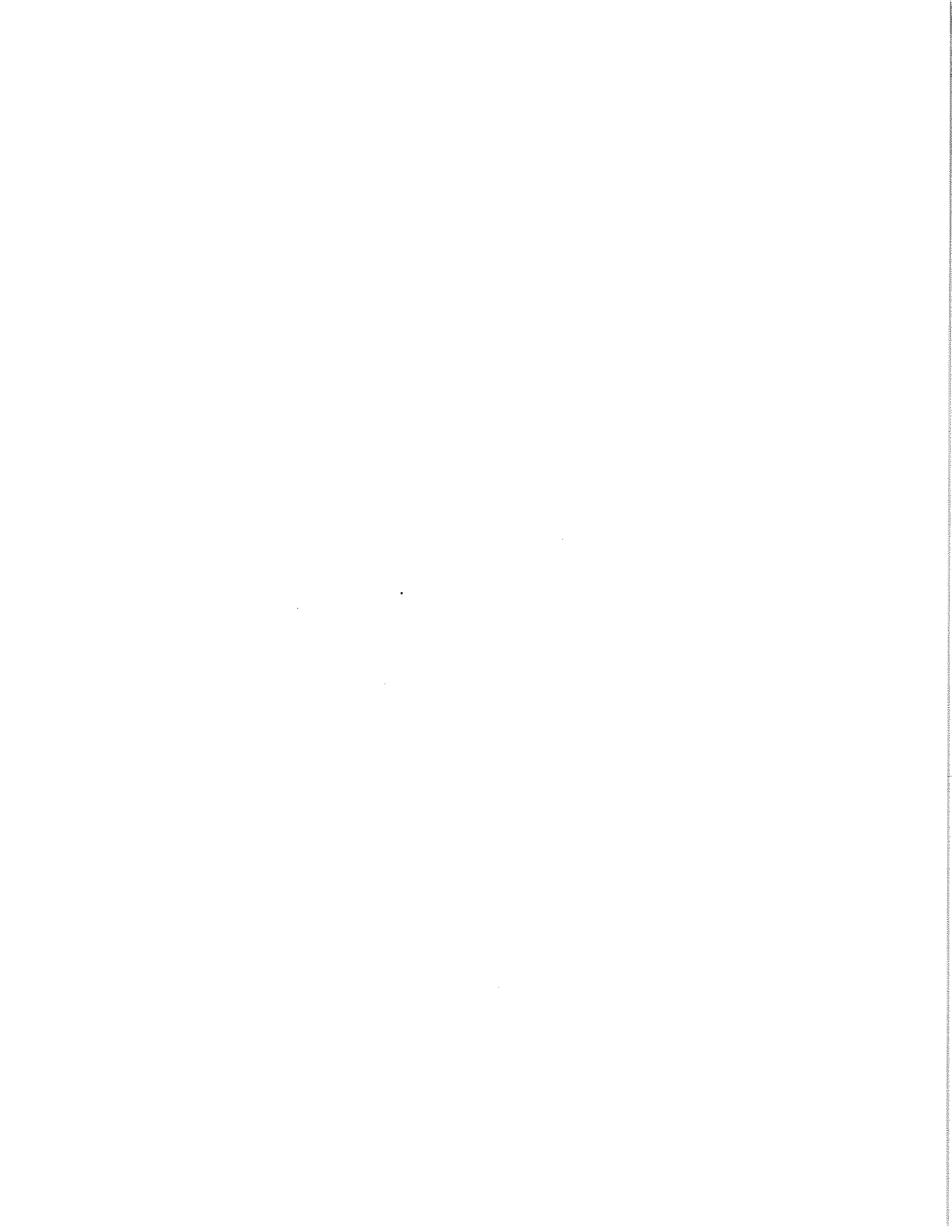


EXHIBIT B
TO
CONSENT LETTER

PL X&E ROE 940201
Form Approved, AVP-Law
08/25/2006

Folder No. 03141-19

CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made and entered into as of the May 18, 2020 by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, ("Railroad") and Honey Creek Land Improvements, a L.L.C. corporation ("Contractor"), to be addressed at 29824 Hwy D 65, Union, IA 50258.

RECITALS:

The Contractor has been hired by **Hardin County Board Of Supervisors** to inspect, root clean, and jet the existing lateral tile (the "work"), with all or a portion of such work to be performed on property of Railroad at Mile Post 128.84, on the Mason City Subdivision at or near Radcliffe, Hardin County, Iowa, pursuant to a Consent Letter between Railroad and Hardin County Board Of Supervisors dated June 10, 2019, at such location as shown on the print marked **Exhibit A** attached hereto and hereby made a part hereof.

Railroad is willing to permit Contractor to perform the work described above at the location describe above subject to the terms and conditions contained in this Agreement.

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between the Railroad and Contractor, as follows:

Article I. DEFINITION OF CONTRACTOR.

For purposes of this Agreement, all references in this Agreement to the Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority.

Article II. RIGHT GRANTED; PURPOSE.

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing any work described in the Recitals above. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representative named in Article IV, and is strictly limited to the scope of work identified to the Railroad, as determined by the Railroad in its sole discretion, and for no other purpose.

Article III. TERMS AND CONDITIONS CONTAINED IN EXHIBITS B AND C.

The terms and conditions contained in **Exhibit B** and **C**, attached hereto, are hereby made a part of this Agreement.

Article IV. ALL EXPENSES TO BE BORNE BY CONTRACTOR; RAILROAD REPRESENTATIVE.

A. Contractor shall bear any and all costs and expenses associated with any work performed by Contractor, or any costs or expenses incurred by Railroad relating to this Agreement.

B. Contractor shall coordinate all of its work with the following Railroad representatives or his or her duly authorized representative (the "Railroad Representative"):

Railpros Flagging up.info@railpros.com (877) 315-0513 x 116	Zachery L. Chaney MGR I SIGNAL MNTCE Phone: 402-690-8287 zlchaney@up.com
--	---

C. Contractor, at its own expense, shall adequately police and supervise all work to be performed by Contractor and shall ensure that such work is performed in a safe manner as set forth in Section 7 of **Exhibit B**. The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the work, or by Railroad's collaboration in performance of any work, or by the presence at the work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

Article V. TERM; TERMINATION.

A. The grant of right herein made to Contractor shall commence on the date of this Agreement, and continue for one (1) year from June 10, 2019, unless sooner terminated as herein provided, or at such time as Contractor has completed its work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its work on Railroad's property.

B. This Agreement may be terminated by either party on ten (10) days written notice to the other party.

Article VI. CERTIFICATE OF INSURANCE.

A. Only upon request Contractor will provide Railroad with the insurance binders, policies, certificates and/or endorsements set forth in **Exhibit C** of this Agreement.

B. All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:

Folder No: 03141-19
Union Pacific Railroad Company
1400 Douglas Street STOP 1690
Omaha, Nebraska 68179-1690

Article VII. CHOICE OF FORUM.

Litigation arising out of or connected with this Agreement may be instituted and maintained in the courts of the State of Iowa only, and the parties consent to jurisdiction over their person and over the subject matter of any such litigation, in those courts, and consent to service of process issued by such courts.

Article VIII. DISMISSAL OF CONTRACTOR'S EMPLOYEE.

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

Article IX. ADMINISTRATIVE FEE.

Upon the execution and delivery of this Agreement, Contractor shall pay to Railroad **One Thousand Dollars (\$1,000.00)** as reimbursement for clerical, administrative and handling expenses in connection with the processing of this Agreement.

Article X. CROSSINGS.

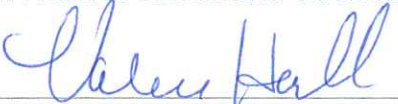
No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

Article XI. EXPLOSIVES.

Explosives or other highly flammable substances shall not be stored on Railroad's property without the prior written approval of Railroad.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

By: 
Valerie Harrell
Mgr II Real Estate Contracts


(Contractor Name)

By Honey Creek Land Improvements

Name: Adam Seward

Title: Owner

Telephone: 918-418-0506

Email: Razorback1977@hotmail.com

RAILROAD LOCATION PRINT

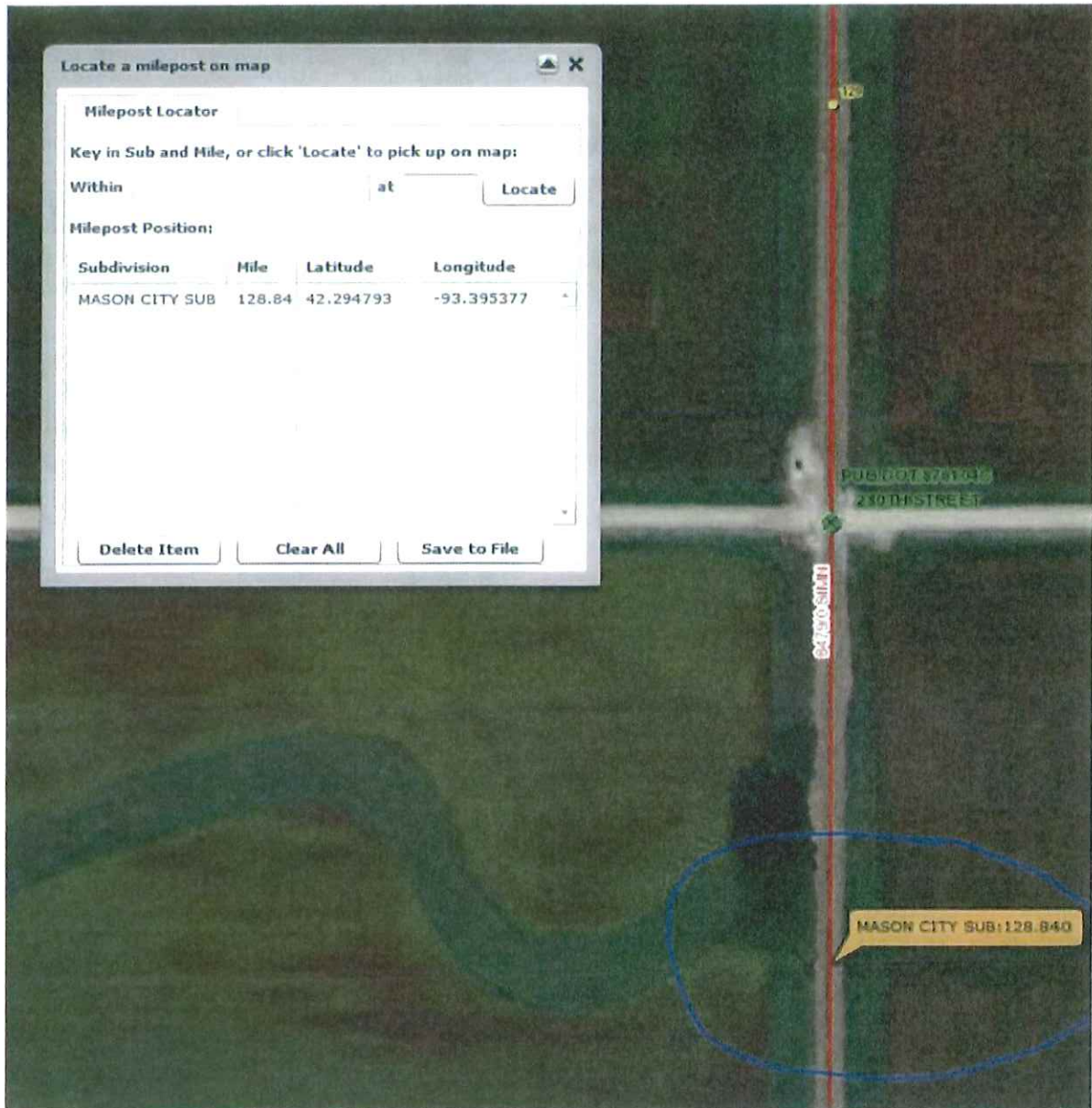
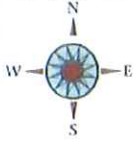


EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY

MASON CITY SUBDIVISION
RAILROAD MILE POST 128.840
RADCLIFFE, HARDIN COUNTY, IOWA

Folder No. 3141-19

Date: June 10, 2019

WARNING

IN ALL OCCASIONS, U.P. COMMUNICATIONS DEPARTMENT MUST BE CONTACTED IN ADVANCE OF ANY WORK TO DETERMINE EXISTENCE AND LOCATION OF FIBER OPTIC CABLE
PHONE: 1-(800) 336-9193

EXHIBIT B
To
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Section I. NOTICE OF COMMENCEMENT OF WORK - FLAGGING.

A. Contractor agrees to notify the Railroad Representative at least ten (10) working days in advance of Contractor commencing its work and at least ten (10) working days in advance of proposed performance of any work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such ten (10)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

B. The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

C. Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of

five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional ten (10) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.

A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least fifty (50) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroads tracks except at existing open public crossings.

B. Operations of Railroad and work performed by Railroad personnel and delays in the work to be performed by Contractor caused by such railroad operations and work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any work to be performed by Contractor.

Section 4. LIENS.

Contractor shall pay in full all persons who perform labor or provide materials for the work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall telephone Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any work until all such protection or relocation (if applicable) has been accomplished.

B. In addition to other indemnity provisions in this Agreement, Contractor shall indemnify, defend and hold Railroad harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of any act or omission of Contractor, its agents and/or employees, that causes or contributes to (1) any damage to or destruction of any telecommunications system on Railroad's property, and/or (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Railroad's property. Contractor shall not have or seek recourse against Railroad for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using Railroad's property or a customer or user of services of the fiber optic cable on Railroad's property.

Section 6. PERMITS - COMPLIANCE WITH LAWS.

In the prosecution of the work covered by this Agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 7. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by Licensee or its contractor. Licensee shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Licensee and its contractor shall at a minimum comply with Licensor's then current safety standards located at the following link UP Safety Standards to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's safety standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of each of its employees before they enter the job site.

B. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.

C. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.

D. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this Agreement shall control if there are any inconsistencies between this Agreement and the Safety Plan.

Section 8. INDEMNITY.

A. To the extent not prohibited by applicable statute, Contractor shall indemnify, defend and hold harmless Railroad, its affiliates, and its and their officers, agents and employees ("Indemnified Parties") from and against any and all loss, damage, injury, liability, claim, demand, cost or expense (including, without limitation, attorney's, consultant's and expert's fees, and court costs), fine or penalty (collectively, "Loss") incurred by any person (including, without limitation, any Indemnified Party, Contractor, or any employee of Contractor or of any Indemnified Party) arising out of or in any manner connected with (i) any work performed by Contractor, or (ii) any act or omission of Contractor, its officers, agents or employees, or (iii) any breach of this agreement by Contractor.

B. The right to indemnity under this Section 8 shall accrue upon occurrence of the event giving rise to the Loss, and shall apply regardless of any negligence or strict liability of any Indemnified Party, except where the Loss is caused by the sole active negligence of an Indemnified Party as established by the final judgment of a court of competent jurisdiction. The sole active negligence of any Indemnified Party shall not bar the recovery of any other Indemnified Party.

C. Contractor expressly and specifically assumes potential liability under this Section 8 for claims or actions brought by Contractor's own employees. Contractor waives any immunity it may have under worker's compensation or industrial insurance acts to indemnify Railroad under this Section 8. Contractor acknowledges that this waiver was mutually negotiated by the parties hereto.

D. No court or jury findings in any employee's suit pursuant to any worker's compensation act or the Federal Employers' Liability Act against a party to this Agreement may be relied upon or used by Contractor in any attempt to assert liability against Railroad.

E. The provisions of this Section 8 shall survive the completion of any work performed by Contractor or the termination or expiration of this Agreement. In no event shall this Section 8 or any other provision of this Agreement be deemed to limit any liability Contractor may have to any Indemnified Party by statute or under common law.

Section 9. RESTORATION OF PROPERTY.

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

Section 10. WAIVER OF DEFAULT.

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

Section 11. MODIFICATION - ENTIRE AGREEMENT.

No modification of this Agreement shall be effective unless made in writing and signed by Contractor and Railroad. This Agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work to be performed by Contractor.

Section 12. ASSIGNMENT - SUBCONTRACTING.

Contractor shall not assign or subcontract this Agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors, and shall require all subcontractors to maintain the insurance coverage required to be maintained by Contractor as provided in this Agreement, and to indemnify Contractor and Railroad to the same extent as Railroad is indemnified by Contractor under this Agreement.

EXHIBIT C

Union Pacific Railroad Company Insurance Provisions For Contractor's Right of Entry Agreement

Contractor shall, at its sole cost and expense, procure and maintain during the course of the Project and until all Project work on Railroad's property has been completed and the Contractor has removed all equipment and materials from the Railroad's property and has cleaned and restored Railroad's property to Railroad's satisfaction, the following insurance coverage:

- A. **Commercial General Liability** insurance. Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

- B. **Business Automobile Coverage** insurance. Business auto coverage written on ISO form CA 00 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$2,000,000 for each accident.

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
Motor Carrier Act Endorsement – Hazardous materials clean up (MCS-90) if required by law.

- C. **Workers Compensation and Employers Liability** insurance. Coverage must include but not be limited to:

Contractor's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.

Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Contractor is self-insured, evidence of state approval and excel workers compensation coverage must be provided. Coverage must include liability arising out of the U.S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

The policy must contain the following endorsement, which must be stated on the certificate of insurance:

Alternate Employer endorsement ISO form WC 00 03 01 A (or a substitute form providing equivalent coverage) showing Railroad in the schedule as the alternate employer (or a substitute form providing equivalent coverage).

- D. **Railroad Protective Liability** insurance. Contractor must maintain Railroad Protective Liability insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. A binder stating the policy is in place must be submitted to Railroad before the work may be commenced and until the original policy is forwarded to Railroad.
- E. **Umbrella or Excess insurance.** If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.
- F. **Pollution Liability** insurance. Pollution Liability coverage must be included when the scope of the work as defined in the Agreement includes installation, temporary storage, or disposal of any "hazardous" material that is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.

Pollution liability coverage must be written on ISO form Pollution Liability Coverage Form Designated Sites CG 00 39 12 04 (or a substitute form providing equivalent liability coverage), with limits of at least \$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

If the scope of work as defined in this Agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

Other Requirements

- G. All policy(ies) required above (except worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Railroad's negligence whether sole or partial, active or passive, and shall not be limited by Contractor's liability under the indemnity provisions of this Agreement.
- H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless the law governing this Agreement prohibits all punitive damages that might arise under this Agreement.
- I. Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees. This waiver must be stated on the certificate of insurance.
- J. Prior to commencing the work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement.

- K. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.
- L. The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.